

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER  
VICKSBURG CONSOLIDATED CONTRACTING OFFICE  
4155 CLAY STREET  
VICKSBURG, MISSISSIPPI 39183-3435

RESEARCH GRANT SCHEDULE

1. **Grant Title:** Research and Analysis of the Performance of Hurricane and Flood Protection Projects in Southeast Louisiana

2. **Grant Number:** W912HZ-06-1-0001

3. **Grantee Name and Address:**

American Society of Civil Engineers  
1801 Alexander Bell Drive  
Reston, VA 20191-4400

4. **Grantee's Tax ID, DUNS and Cage Code Numbers:**

Tax ID Number: 131635293  
DUNS Number: 071034979  
Cage Code: 09ZE7

5. **Award Documents:** The following documents are attached hereto and made a part hereof:

a. American Society of Civil Engineers (ASCE) Pre-Proposal dated October 31, 2005

b. ASCE cost proposal dated December 16, 2005 with additional information provided December 20, 2005

6. **Recipient's Program Director:** Lawrence H. Roth, P.E.,  
G.E., F.ASCE  
Telephone: (703) 295-6102  
Facsimile: (703) 295-6125  
Email: lroth@asce.org

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- 7. Grants Officer:** Sally E. East  
Vicksburg Consolidated Contracting Office (VCCO)  
Telephone: (601) 631-7259  
Facsimile: (601) 631-7263  
Email: Sally.E.East@MVK02.usace.army.mil
- 8. Grant Officer's Technical Representative (GOTR):**  
Reed L. Mosher, PhD, Technical Director, Survivability and  
Protective Structures  
Geotechnical and Structures Laboratory  
U.S. Army Engineer Research and Development Center  
3909 Halls Ferry Road  
Vicksburg, MS 39180-6199  
Telephone: (601)634-3956  
Facsimile: (601) 634-4000  
Email: Reed.L.Mosher@erdc.usace.army.mil
- 9. General Statement of Work:** The purpose of this grant is to provide support for the Recipient (Grantee) to conduct scientific and engineering research and review and analysis of the Grantor's research on performance issues concerning the hurricane protection and flood damage reduction system in the New Orleans metropolitan area.
- 10. Scope of Work:** The scope of work will be divided into four phases as follows:
- a. Phase I** - The objective of Phase I is to conduct research and analysis to provide credible and objective scientific and engineering answers to fundamental questions about the performance of hurricane protection and flood damage reduction system in the New Orleans metropolitan area. The research is aimed at:
    - i.** Identifying storm surges and overtopping conditions.
    - ii.** Evaluating performance of the hurricane- and flood-protection system (floodwalls, levees and drainage canals).
    - iii.** Evaluating performance of the drainage system (pumping stations and canal gates).
  - b. Phase II** - The objective of Phase II is to conduct research and analysis to provide information to evaluate

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the capability of the systems to prevent flooding from future hurricanes and tropical storms at the pre-Katrina level of protection.

**c. Phase III** - The objective of Phase III is to conduct research and analysis to provide information to evaluate the capability of alternative approaches to flood protection that would augment the legacy system to reduce risk of storms analogous to Katrina.

**d. Phase IV** - The objective of Phase IV is to transfer information and knowledge gained from one or more of Phases I - III to a broader audience within the Corps and its consultancy community to communicate lessons learned and best practices.

Grantee is not and shall not become the consultant, designer, or decision-maker for any portion of the hurricane protection and flood damage reduction system in the New Orleans metropolitan area (the "Project"), and Grantor shall make no representations otherwise. Grantee's research under this grant is limited to its review of information provided by Grantor, and Grantee will not be undertaking any original investigation or design. Grantor agrees to provide Grantee with all pertinent Project information necessary to conduct the research under this Grant.

**11. Reporting Requirements:** Reporting requirements are pursuant to that required in Attachment A. Written reports will be submitted at the end of both Phases I and IV in a maximum quantity of 500 hard copy reports for each. An electronic copy of all reports will be provided to the GOTR.

**12. Performance Period:** Date of Award through June 1, 2007.

- a. Phase I will be complete by June 1, 2006.
- b. Phase II will be complete by September 1, 2006.
- c. Phase III will be complete by June 1, 2007.
- d. Phase IV will be complete by June 1, 2007.

**13. Funding:**

a. Funding in amount of \$150,000.00 has been provided for this base period for performance of base line activities of Phase I.

b. Notwithstanding the technical and cost proposals provided by ASCE, the Government's obligation under this Grant is restricted to the funding stated herein or as may be modified from time to time during the standard course of business conducted under this Grant.

c. Additional funds may be added to this Cooperative Agreement, as they become available, by unilateral modification to this document.

**14. Appropriation Data:**

W81EWF-5335-5982 - \$150,000.00  
96X31250000 082460 251064F6BK005480 NA 96223

**15. Administered By:** U.S. Army Corps of Engineers, Vicksburg Consolidated Contracting Office, Vicksburg Office, 4155 Clay Street, Vicksburg, MS. 39183-3435.

**16. Terms and Conditions:** This grant is subject terms and conditions set forth in Attachments A and B.

**17. Payments:** Payments will be made pursuant to the clause in Attachment A entitled "Payments" and OMB Circular A-110. Submit payment requests to: U. S. Army Corps of Engineers, Engineer Research and Development Center, GSL, Attention: Patricia Oldham, CEERD-CV-M, 3909 Halls Ferry Road, Vicksburg, MS. 39180

**18. Government Participation:** It is not anticipated that the Government will participate in the work contained herein.

**19. Miscellaneous Provisions:**

a. Attachment "A" which contains additional terms and conditions of this Grant is attached hereto and made a part hereof.

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b. Attachment "B" which contains certifications and representations is attached hereto and made a part hereof.

THIS GRANT IS BEING ENTERED INTO PURSUANT TO 10 U.S.C. 2358.

**FOR THE UNITED STATES OF AMERICA:**

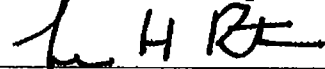


\_\_\_\_\_  
Sally E. East  
Grants Officer  
United States of America

1/31/06  
Date

**FOR THE GRANTEE:**

American Society of Civil Engineers



\_\_\_\_\_  
Signature

1-31-06  
Date

\_\_\_\_\_  
Lawrence H. Roth  
Typed Name

\_\_\_\_\_  
Deputy Executive Director  
Title

**ATTACHMENT A**

**GENERAL TERMS AND CONDITIONS FOR GRANTS  
WITH EDUCATIONAL INSTITUTIONS AND  
OTHER NONPROFIT ORGANIZATIONS**

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## **1. PAYMENTS**

Recipient shall request payments in compliance with 32 CFR 32.22 and/or OMB Circular A-110. Payments shall be made under the schedule of payments listed below. Recipients shall submit requests for payment in accordance with the schedule. The request shall be submitted to the activity identified in Paragraph 17 of the Agreement Schedule, with an additional copy to the activity in Paragraph 15. In addition, the Recipient shall submit a Standard Form 272, Federal Cash Transactions Report quarterly to the Grants Officer listed in Paragraph 7 at the activity address listed in Paragraph 15. A SF 272 can be downloaded from <http://www.onr.navy.mil/02/024/forms>.

PAYMENT SCHEDULE: The Recipient shall request payments in compliance with 32 CFR 32.22. Recipient shall submit requests for payment using SF 270, Request for Advance or Reimbursement, no more frequently than monthly. The request shall be submitted to the activity identified in Paragraph 17 of the Agreement Schedule, with an additional copy to the activity in Paragraph 15. Payments will be made upon approval of the GOTR in accordance with Paragraph 17 of the schedule. A SF 270 can be downloaded from <http://www.onr.navy.mil/02/024/forms>.

## **2. ALLOWABLE COSTS**

The allowability of costs incurred by non-profit organizations that may be recipients or subrecipients of awards subject to this part, or contractors under such awards, is determined in accordance with the provisions of OMB Circular A-122, ``Cost Principles for Non-Profit Organizations. Where a funding period is specified, a recipient may charge to the award only allowable costs resulting from obligations incurred during the funding period and any pre-award costs (see Sec. 32.25(d)(2)(i)) authorized by the DoD Component. This regulation may be obtained via the Internet at <http://www.whitehouse.gov/OMB/circulars/index.html>

## **3. COST-SHARING**

Cost-sharing amounts, if any, identified in the agreement documents must meet the allowability test of the appropriate

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cost principles identified in Article 2 of these Terms and Conditions, and governed by 32 CFR 32.23. If, at the end of the agreement period, the actual cost of the research project is less than the project cost negotiated, the actual cost will be allocated between the Government and the Recipient in the dollar ratio originally proposed. Excess Government funds shall be returned to the Grantor. If the Grant Officer approves a significant departure from the original research objectives, then the Recipient may request that the negotiated cost-sharing agreement be adjusted.

#### **4. PROGRAM INCOME**

The Recipient shall account for program income related to this agreement in accordance with 32 CFR 32.24 as follows:

a. Except as provided in paragraph 'e' below, program income earned during the project period shall be retained by the Recipient and, in accordance with the terms and conditions of the award, shall be added to funds committed to the project by the DoD component and Recipient, and used to further eligible project or program objectives.

b. Program income in excess of any limits stipulated shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

c. Unless program regulations or the terms and conditions of this agreement provide otherwise, the Recipient shall have no obligation to the Federal Government with respect to program income earned after the end of the project period.

d. Costs incident to the generation of program income may be deducted from gross income, provided these costs have not been charged to the award.

e. Unless program regulations or the terms and conditions of this agreement provide otherwise, the Recipient shall have no obligation to the Federal Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under this agreement. Note that the Patent

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and Trademark Amendments (35 U.S.C. chapter 18) apply to inventions made under an experimental, developmental, or research award.

## **5. REVISION OF BUDGET/PROGRAM PLANS AND AMENDMENT OF THE GRANT**

a. The only method by which this Grant can be amended is by a formal, written amendment signed by the Grants Officer. No other communications, whether oral or in writing, are valid. However, prior written approval of the grants officer is not required for the following actions in accordance with 32 CFR 32.25:

(1) Incurring pre-award costs ninety (90) calendar days prior to award (incurring pre-award costs more than ninety (90) calendar days prior to award would still require the prior approval of the Grants Officer. All pre-award costs are incurred at the Recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the Recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs). Pre-award costs, as incurred by the Recipient, shall be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles;

(2) Carrying forward unobligated balances to subsequent funding periods;

(3) Transferring amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa; or

(4) Transferring of funds among direct cost categories, functions, and activities for awards except as provided in Paragraph b(5) below, however, no federal appropriation or part thereof may be transferred to be used for purposes other than those consistent with the original intent of the appropriation.

b. Recipients shall report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with 32 CFR 32.25, including but not limited to the following approvals required by OMB Circular A-110:

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(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(2) Change in a key person specified in the application or award document.

(3) The absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(4) The need for additional Federal funding.

(5) The inclusion, unless waived by the DoD Component, of costs that require prior approval in accordance with OMB Circular A-122, ``Cost Principles for Non-Profit Organizations,' ' as applicable.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) Unless described in the application and funded in the approved awards, the subaward, transfer or contracting out of any work under an award. This provision does not apply to the purchase of supplies, material, equipment or general support services.

c. DoD Components shall require the Recipient to notify the Grants Officer in writing promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the Recipient for the project period by more than \$5000 or five percent of the Federal award, whichever is greater. This notification shall not be required if an application for additional funding is submitted for a continuation award.

## **6. AUDITS**

Recipients and subrecipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133 "Audits of States, Local Government, and Non-Profit Organizations." The Recipient shall submit a copy of any OMB Circular A-133 audit report to the Inspector General for the Department of Defense.

## 7. PROCUREMENT STANDARDS

Recipient's systems for acquiring goods and services under awards shall comply with 32 CFR 32.40 through 32.49. The Recipient shall, if later requested, make available for the Government's preaward review, procurement documents such as request for proposals or invitations for bids, independent cost estimations for bids, independent cost estimates, etc.

## 8. SUBAWARDS/FLOW-DOWN REQUIREMENTS

a. Any legal entity (including any State, local government, university or other nonprofit organization, as well as any for-profit entity) that receives an award from a DoD component shall apply the provisions of Part 32 of the DoD Grant and Agreement Regulations, DoD 3210.6-R, to subawards with institutions of higher education, hospitals, and other nonprofit organizations. Thus, the Recipient shall apply the provisions of Part 33 to subawards with state and local governments and the provisions of Part 34 to subawards with for-profit organizations. It should be noted that subawards (See definition at Part 34.2) are financial assistance for substantive programmatic performance and do not include Recipients' procurement of goods and services.

b. All contracts awarded by a Recipient, including those for amounts less than the simplified acquisition threshold, shall contain the following provisions as applicable:

(1) Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246 (3 CFR, 1964-1965 Comp., p.339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(2) Rights to Inventions Made Under a Contract, Grant or Cooperative Agreement - Contracts, grants, or cooperative agreements for the performance of experimental, developmental, or research work shall provide for the

rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.

(3) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and subawards of amounts in excess of \$100,000 shall contain a provision that requires the Recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the responsible DoD component and the Regional Office of the Environmental Protection Agency (EPA).

(4) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Recipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

(5) Debarment and Suspension (E.O.s 12549 and 12689) - Contract awards that exceed the simplified acquisition threshold and certain other contract awards shall not be made to parties listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs in accordance with E.O.s 12549 (3 CFR, 1986 Comp., p.189) and 12689 (3CFR, 1989 Comp., p.235), "Debarment and Suspension". This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Recipients declared

ineligible under statutory or regulatory authority other than E.O. 12549. Recipients with awards that exceed the simplified acquisition threshold shall provide the required certifications regarding its exclusion status and that of its principals.

## **9. PROPERTY STANDARDS**

a. Unless specified otherwise in the "Miscellaneous Provisions" paragraph of the agreement, title to all exempt tangible personal property purchased with agreement funds shall be vested in the Recipient upon acquisition in accordance with 32 CFR 32.30 through 32.37. The Recipient shall retain title to all equipment purchased under this agreement upon completion of the project.

b. Recipients are subject to applicable regulations governing patents and inventions, including Government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

c. Intangible property is defined in OMB Circular A-110. The rights of the agreement parties concerning these intangible properties shall be as stated in Part 36 of OMB Circular A-110.

d. Invention reports shall be filed at least annually and at the end of the period of the Grant. Annual Reports are due 60 calendar days after the anniversary date of the agreement, and final reports are due 6 months after the expiration of the final research period. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file the invention reports, as found at <http://www.onr.navy.mil/02/024/forms>. Negative reports are required. The agreement shall not be closed out until all invention reporting requirements are met.

## **10. TECHNICAL REPORTING REQUIREMENTS**

Technical performance reports shall be submitted in accordance with 32 CFR 32.51 and the agreement schedule. Performance reports shall generally contain brief information on each of the following:

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a. A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both;

b. Reasons why established goals were not met, if appropriate;

c. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;

d. Identification of work planned during the coming reporting period; and

e. Changes in key personnel, if applicable.

#### **11. FINANCIAL REPORTING REQUIREMENTS**

a. All financial reporting required by this agreement shall be prepared on an accrual basis as required by 32 CFR 32.52, and as detailed below. Recipients shall submit the following that can be downloaded from <http://www.onr.navy.mil/02/024/forms>:

(1) Financial Status Report (SF 269) shall be submitted at the completion of the agreement.

b. All reports listed above, shall be submitted to the office performing administrative duties (see Paragraph 15 of the agreement schedule), with a copy submitted to the Grant Officer's Technical Representative listed in Paragraph 8 of the agreement schedule.

#### **12. RECORDS**

Retention and access requirements for records of this agreement shall be as specified in 32 CFR 32.53.

#### **13. TERMINATION AND ENFORCEMENT**

Sections 32.61 and 32.62 of 32 CFR set forth uniform suspension, termination and enforcement procedures. All matters relating to

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termination and enforcement shall conform with these sections of the Code of Federal Regulations (CFR).

#### **14. DISPUTES, CLAIMS, AND APPEALS**

a. Procedures for disputes, claims, and appeals are specified in 32 CFR 22.815. DoD policy is to try to resolve all issues concerning grants and cooperative agreements by mutual agreement at the Grants Officer's level. DoD components therefore are encouraged to use Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable. ADR procedures are any voluntary means (e.g., mini-trials or mediation) used to resolve issues in controversy without resorting to formal administrative appeals or to litigation.

b. Disagreements regarding matters of fact between the Recipient and the Government which arise during performance of the agreement shall be resolved by negotiation to the maximum extent practicable. If agreement cannot be reached after a reasonable attempt, the Grants Officer shall encourage the Recipient to enter into ADR procedures. ADR procedures may be used prior to submission of a recipient's claim or at any time prior to the Grant Appeal Authority's decision on a recipient's appeal in accordance with 32 CFR 22.815(e)(3)(iii).

#### **15. AFTER-THE-AWARD REQUIREMENTS**

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements in 32 CFR 32.71 through 32.73.

#### **16. RESEARCH RESPONSIBILITY**

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

b. The Program Director specified in the agreement document shall be continuously responsible for conduct of the research project and shall be closely involved with the project.

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c. The Recipient shall advise the Grants Officer if the Program Director shall, or plans to, devote substantially less effort to the work than specified in the budgetary portion of the agreement document.

#### **17. ORDER OF PRECEDENCE**

Any inconsistency or conflict in the terms or conditions specified in this agreement shall be resolved according to the following order of precedence:

- a. Provisions of Public Law applicable to this agreement;
- b. The Grant Schedule;
- c. General Terms and Conditions for Grants with Educational Institutes and Other Nonprofit Organizations (this Attachment A); and
- d. Recipient's Proposal.

#### **18. PUBLICATION AND ACKNOWLEDGMENT**

a. Publication. The Recipient is encouraged to publish results of this project, unless classified, in appropriate journals. One (1) copy of each paper planned for publication shall be submitted to the Grant Officer's Technical Representative simultaneously with its submission for publication. Copies of all publications resulting from the research shall be forwarded to the Government as they become available, even though publication may in fact occur subsequent to the termination date of this agreement.

b. Acknowledgment. The Recipient agrees that in the release of information relating to this agreement, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the Department of Defense, and that the content of the information does not necessarily reflect the position or the policy of the Government, and no official endorsement should be inferred. For purposes of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, etc.



## **19. CLASSIFIED INFORMATION**

The Recipient is not authorized access to classified security information in the conduct of the agreement. Should it appear that access to such information is desirable, the Recipient shall advise the Government and request clearance for the investigator. Should information be developed in the course of work under this agreement that, in the judgment of the Program Director or the Recipient should be classified, the Government shall be notified immediately.

## **20. SITE VISITS**

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

## **21. SECURITY/NATIONAL AGENCY CHECK REQUIREMENT AND FOREIGN NATIONALS:**

Security Grant Language for all Corps of Engineers' Unclassified Grants (PIL 2003-06, 19 Feb 03)

All Recipient employees (U.S. citizens and Non- U.S. citizens) working under this grant who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The Recipient shall have each applicable employee complete a SF-85P and submit to the USACE, Engineering & Research Development Center (EDRC) Security Officer within three

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(3) working days after award of any grant or task order, and shall be submitted prior to the individual being permitted access to an AIS. Recipients that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE, EDRC Security Officer. For those recipients that do not have a CAGE Code or Facility Security Clearance, the USACE, ERDC Security Office will process the investigation in coordination with the Recipient and Recipient employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' grants shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the grant/task order. This regulation includes sub-recipient employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The Recipient shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this grant/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

## **22. FUNDING INCREMENTS AND/OR OPTIONS**

The Recipient is advised that the Grantor's obligation to provide funding for funding increments and/or options included in this grant is contingent upon (i) satisfactory performance and (ii) the availability of funds. Accordingly, no legal liability on the part of the Grantor exists unless or until (i) funds are made available to the Grantor and notice of such

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availability is confirmed in writing to the Recipient, and (ii) performance of the research is deemed satisfactory in the judgment of the Grant Officer's Technical Representative.

**ATTACHMENT B**

**CERTIFICATION AND REPRESENTATIONS  
FOR GRANT  
WITH NONPROFIT ORGANIZATION**

**A. By signing and submitting this proposal, the Recipient is providing the:**

1. Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

2. Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

3. Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**B. By signing this agreement or accepting funds under this agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies:**

1. Prohibiting Discrimination:

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

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

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

2. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees

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or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

3. Environmental Standards:

a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.), and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order No. 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the Recipient further agrees that it will:

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

- Notify the Grants Officer if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.

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