

**DEFENSE THREAT REDUCTION AGENCY (DTRA)
GENERAL TERMS AND CONDITIONS FOR GRANT AWARDS**

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1. Term and Conditions Incorporated by Reference.

This award is governed by the guidance in 2 Code of Federal Regulations (CFR) part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200" (79 FR 76047, December 19, 2014), all of which are incorporated herein by reference.

Provisions of Chapter I, Subchapter C of Title 32, CFR, "DoD Grant and Agreement Regulations," other than parts 32 and 33, continue to be in effect and are incorporated herein by reference, with applicability as stated in those provisions.

2. Order of Precedence.

Any inconsistencies in the requirements of this award shall be resolved in the following order until the issue is resolved:

- 1) Federal statutes
- 2) Federal regulations
- 3) 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103
- 4) Award-specific terms and conditions

In case of disagreement with any requirements of this award, the recipient:

- 1) shall contact the awarding office in order to resolve the issue.
- 2) shall not assess any costs to the award or accept any payments.

3. Acceptance of Grant.

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

4. Recipient Responsibilities.

The recipient will bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives within the limits of the Grant's Terms and Conditions.

The Principal Investigator(s) (PI) specified in the Grant award will be continuously responsible for the conduct of the research project and will be closely involved with the research effort. The PI, operating within the policies of the recipient, is in the best position to determine the means by which the research may be conducted most effectively.

5. Standards for Financial Management Systems.

Recipient's financial management systems shall provide for the following: Accounting records including cost accounting records that are supported by source documentation.

Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, DTRA, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the Federal Government.

DTRA may require adequate fidelity bond coverage where the recipient lacks sufficient coverage to protect the Federal Government's interest.

Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR Part 223, "Surety Companies Doing Business with the United States."

6. Modification of the Grant.

The only method by which this Grant may be modified is by a formal, written modification signed by the Grants Officer. No other communications, whether oral or in writing, are valid.

Prior Approvals are required as follows:

- 1) Expenditures on equipment costing \$5,000 or more not specifically identified in the budget at time of award. (Approval via written notification from the Grants Officer.)
- 2) Expenditures for foreign travel not specifically identified in the budget at time of award. (Approval via written notification from the Grants Officer.)
- 3) Prior approval is not required to transfer amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

7. Payments.

The 2 CFR 200 governs responsibilities concerning payments, with the following clarifications:

- 1) Recipients shall submit requests for payment using Wide Area Workflow (WAWF) at <https://wawf.eb.mil/>. Any request for advance payments must be approved by the Administrative Grants Office shown in Block 6 of the award. The request shall be submitted to the Administrative Office identified in Block 6 of the Research Grant by entering the following routing codes:
 - a) Pay Office DoDAAC: See Block 12 (Code) on the first page of the Grant.

- b) Invoice Type: Grant and Cooperative Agreement Voucher.
 - c) Issue By DoDAAC: See Block 5 (Code) on the first page of the Grant.
 - d) Admin DoDAAC: See Block 6 (Code) on the first page of the Grant.
 - e) Grant Approver: Same as Admin DoDAAC (Leave Ext. blank).
- 2) Payments will be made by the Defense Finance and Accounting Service (DFAS) office specified in the Research Grant (Block 12).
- 3) A foreign awardee must have a U.S. bank account and be signed up for electronic payments (electronic funds transfers (EFT)).

8. Funding Increments and/or Options.

The recipient is advised that the Grantor's obligation to provide funding for increments and/or options included in the Grant is contingent upon satisfactory performance in the judgment of the DTRA Scientific Officer/Technical Monitor and the availability of funds. Other factors will be considered before options will be exercised (for example, expenditure rate and current programmatic objectives). Accordingly, no legal liability on the part of the Grantor exists unless or until funds are made available to the Grantor and notice of such availability is confirmed in writing to the recipient. Refer to the Funding Profile in Section G of the Grant for additional incremental funding planned, but not currently obligated for the Grant.

Funding Increments – In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government to this agreement. Recipients should note that low expenditure rates reported on payment requests may cause for deferral of future increments. The Government anticipates unilateral modifications for funding increments.

Options – If the agreement contains Option(s), the Government reserves the right to exercise the Option(s) unilaterally.

9. Patent Rights.

Patent Rights are governed by 37 CFR 401.14 with the following clarifications: All DTRA-related disclosures, confirmatory licenses to the government, patent applications, and other communications should be submitted as detailed herein.

The 37 CFR Part 401 invention reporting requirements are summarized in the table below. Unless otherwise indicated in the “Submission to DTRA” column below, the grantee is required to upload the following types of invention information using iEdison. iEdison (<https://s-edison.info.nih.gov/iEdison/>), is a single web interface for government grantees to report details of inventions and patents. If the grantee organization is not already an iEdison registrant, then registration with iEdison is required prior to submission of the below

invention reports. The grant shall not be closed out until all invention reporting requirements are met.

Action	When	Discussion	37 CFR Reference	Submission to DTRA
<p>Invention Report: The grantee must submit a report of any "subject" invention. The report must identify inventor(s), federal agency(ies), grant number(s), and date of any public disclosure. Date of submission establishes time frames for all future actions. Must be complete in technical detail. The report should be directed to the lead agency.</p>	<p>Within <u>2 months</u> of inventor's initial report to the grantee/contractor organization.</p>	<p>There is no single format for disclosing the invention to the government. The communication should include: the title of the invention, date of any public disclosure, names of all inventors, source(s) of federal funding (i.e. grant number), a written description of the invention in technical detail. The invention disclosure should be signed by the inventor(s); at the very least signed by a grantee institutional official.</p>	<p>401.14(a)(2) 401.14(c)(1)</p>	<p>Submit electronically by uploading either a PDF, TIFF, or text file through iEdison.</p>
<p>Rights to Inventions on Subcontracts: Subcontractors retain rights to their subject inventions.</p>	<p>Same reporting responsibilities, obligations and time frames as prime grantee organization.</p>	<p>Prime grantee organization cannot require ownership of subcontractor's subject invention(s).</p>	<p>401.14(g)(1) 401.14(g)(2)</p>	<p>Invention disclosure, confirmatory license, and proof of gov't support clause shall be submitted electronically through iEdison.</p>
<p>Election of Title to Invention: Grantee organization must notify the federal agency sponsor that it will retain ownership of invention and take steps to commercialize the invention.</p>	<p>Within <u>2 years</u> of reporting the invention to the lead federal agency sponsor. (If disclosed publicly,</p>		<p>401.14(b) 401.14(c)(2) 401.14(f)(1)</p>	<p>Submit electronically through iEdison.</p>

	<p>this period is decreased.)</p>			
<p>Confirmatory license: The grantee organization must provide a nonexclusive, nontransferable, irrevocable, paid-up license for the government to practice or have the invention practiced on its behalf throughout the world.</p>	<p>Commensurate with report of any initial patent filing, unless the invention is being licensed as an unpatented biological material or research tool.</p>		<p>401.14(f)(1)</p>	<p>Submit electronically by uploading either a PDF or TIFF file through iEdison.</p>
<p>Nonelection of Title to Invention: Grantee organization must notify the federal sponsor that it will not retain ownership of an invention.</p>	<p>Within 2 years of reporting to federal agency sponsor. (If disclosed publicly, this period is decreased.)</p>	<p>Effectively a waiver to the government. After further review the federal agency sponsor may elect title on behalf of the government. Title does not actually vest with the government until government elects to retain title.</p>	<p>401.14(c)(2) 401.14(d)</p>	<p>Submit electronically through iEdison.</p>
<p>Assignment of Invention Rights to the Inventor: The inventor may request assignment of invention rights. Agencies support requests of this type to variously. In all cases, documentation is required when a grantee organization waives rights to the invention and the inventor(s) wishes to retain the invention rights.</p>	<p>At the time the grantee organization elects not to pursue title and the inventor requests rights in the invention.</p>	<p>First, the grantee organization must elect not to retain rights in the invention. Second, the inventor must request the assignment of rights, agree to all terms associated with invention reporting as detailed in 37 CFR 401, and must pursue commercialization of the invention through patent filing or licensing as a research tool. Specific procedures for any agency should be determined prior to initiating the request.</p>	<p>401.14(k)(1) non-profits</p>	<p>This status shall be indicated using iEdison; Submission of all other issues (such as outstanding required documents) should be resolved prior to proceeding further. Submission</p>

<p>Initial Patent Application: The grantee must inform the government of the initial patent application that related to any subject invention. The patent application must include a government support clause.</p>	<p>Within <u>1 year</u> after election of title, unless there is an extension.</p>	<p>Time frame may vary if invention becomes public. The term initial patent application means a nonprovisional U.S. national application for patent as defined in 37 CFR 1.9(a)(3). The notification must include the patent application number and filing date assigned by the USPTO. A copy of the full application is not required.</p>	<p>401.14(c)(3) 401.2(n)</p>	<p>n of the required documents will be done electronically by uploading either a PDF, TIFF, or text file through iEdison.</p>
<p>Assignment to Third Party: Documentation necessary when a grantee/contractor wishes to assign invention rights to third party. If the grantee/contractor is a non-profit, the government must approve the assignment. For profit or small business grantee/contractors do not need to seek approval. If the rights are assigned, new rights holder assumes the same reporting</p>	<p>If assignment approved, third party must pursue commercialization of the invention through patent filing or licensing of the invention as a research tool. Specific procedures to request third party assignment may vary between agencies. Consult DTRA prior to initiating request.</p>	<p>401.14(k) for non-profits. Note the distinction between small businesses and non-profit organizations.</p>	<p>Documentation shall be submitted electronically as either a PDF or TIFF file through iEdison.</p>	

responsibilities as the grantee/contractor organization.				
Issued Patent: Grantee must provide federal agency sponsor with patent issue date, number, title of patent, and evidence of government support clause.	At the time of issue.	Patent must include government support clause.	401.5(f)(2) 401.14(f)(4)	All issued patent information shall be provided using iEdison. Evidence of inclusion of government support clause will be provided electronically as a PDF or TIFF file through iEdison.
Request for Extension of Time: An extension of up to two years may be requested for election of title, or one year for filing a patent application.	Prior to any statutory bar.	Extension of 2 years for title election and one year for patent application are preapproved for funded inventions. Additional extensions need written approval from the federal agency sponsor.	401.14(c)(4)	Request electronically using iEdison.
Discontinuance of Patent Application, Payment of Maintenance Fees, or Defense in a Reexamination or Opposition proceeding on a Patent: Grantee must notify federal agency sponsor of changes in patent status.	At any time in the process, but prior to established deadlines.	Relevant information and documents (e.g., patent application or patent) must be provided such that a determination to protect government interests can be made. The federal agency sponsor has the option to pursue the patent application or the patent if not being properly pursued or maintained. Any change in status must be reported at least 30 days prior to pending PTO office actions.	401.14(f)(3) 401.6	Indication shall be made via iEdison.
Annual Utilization Report: DTRA requires	Annually	DTRA requires invention utilization reports on a 12	401.14(h)	Submit electronic

<p>utilization reporting for all subject inventions that have had title elected or are licensed without a patent. Report includes stage of development, date of first commercial sale or use, number and type of licenses, gross income, licensing to small business, status of U.S. manufacturing and identification of any FDA-approved product names.</p>	<p>month reporting cycle beginning in the month of grantee choosing and continuing throughout duration of patent. Information requirements defined in iEdison. Note: this reporting requirement, if applicable, extends beyond the grant period.</p>	<p>ally using iEdison.</p>		
<p>Annual Summary Report of Inventions: Summarize all previously reported subject inventions under this grant.</p>	<p>Annually</p>	<p>Invention reports shall be filed annually due no later than 1 July of each year. Grants effective after 31 January will not require a report until 1 July of the following year.</p> <p>The recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file invention reports. If no inventions occurred during the annual reporting period a negative report must be submitted.</p> <p>As directed by DTRA, either email Form DD882 to basicresearch@dtra.mil (file size must be less than 10MB), or upload to the DTRA Basic and Fundamental Research Community Portal, www.dtrasubmission.net/portal. File should be named by the Grant number and 'Invention Report' (e.g. HDTRA1-12-1-9999 Invention Report).</p> <p>The Grant shall not be closed out until all invention reporting requirements are met.</p>	<p><u>401.5(f)(3)</u></p>	<p>No iEdison submission allowed. Submit DD Form 882, Report of Inventions and Subcontracts to: -DTRA Grants Officer 8725 John J. Kingman Rd. MSC 6201 (#2730B) Ft. Belvoir VA 22060-6201 - Administrative Office identified in the Grant -As directed by DTRA, email or</p>

<p>Final Invention Statement and Certification: Report all subject inventions derived or reduced to practice during the performance of the grant.</p>	<p>Due with the Final Technical Report within 90 days after the project ends.</p>	<p>Invention reports shall be filed at the end of the Grant’s PoP. If no inventions occurred during the lifetime of the award, a negative report must be submitted.</p> <p>As directed by DTRA, either email Form DD882 to basicresearch@dtra.mil (file size must be less than 10MB), or upload to the DTRA Basic and Fundamental Research Community Portal, www.dtrasubmission.net/portal. File should be named by the Grant number and ‘Invention Report’ (e.g. HDTRA1-12-1-9999 Invention Report).</p> <p>The Grant shall not be closed out until all invention reporting requirements are met.</p>	<p>401.5(f)(1)</p>	<p>portal.</p> <p>No iEdison submission allowed. Submit DD Form 882, Report of Inventions and Subcontracts to:</p> <p>-DTRA Grants Officer 8725 John J. Kingman Rd. MSC 6201 (#2730B) Ft Belvoir VA 22060-6201</p> <p>- Administrative Office identified in the Grant</p> <p>- As directed by DTRA, email or portal.</p>
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10. Technical Reporting Requirements.

- 1) **ANNUAL REPORTS:** Except under rare cases, performance reports are required annually. Annual Reports are due no later than 1 July of each year. Grants effective after 31 January will not require an Annual Report until 1 July of the following year. Annual Reports must be submitted electronically as follows:

- Email the Annual Report to basicresearch@dtra.mil (file size must be less than 10MB). The file name should be the Grant number and ‘Annual Report’, e.g. HDTRA1-12-1-9999 Annual Report.
- Provide a copy of the report to the Administrative Office identified in the Research Grant.

The Annual Report is *not* a cumulative report. The first Annual Report shall only include actions that occurred from the Period of Performance start date up to submission of the first Annual Report. Each subsequent report shall only include actions that occurred during the 12-month period following the previous year’s Annual Report.

The Annual Report shall contain the following items:

- Cover Sheet: As a minimum, the cover sheet should include the following information: PI’s name, Institution’s name and address, and Grant number.
- Objectives: List the objectives of the research effort or the statement of work. This may be omitted if there has been no change. State new or revised objectives if they have changed and the reason why.
- Status of effort: A brief statement of progress towards achieving the research objectives. (Limit to 200 words).
- Accomplishments/New Findings: Describe research highlights, their significance to the field, their relationship to the original goals, their relevance to the DTRA mission, and their potential application(s) to DTRA and civilian technology challenges.
- Personnel Supported: List professional personnel (Faculty, Post-Docs, Graduate Students, etc.) supported by and/or associated with the research effort.
- Publications: List peer-reviewed publications and theses submitted and/or accepted during the 12-month period starting the previous 1 October (or from the start date for new grants). Include full reference information, such as authors, journal, volume, page numbers, etc. or for conference proceedings, name, date and location of the conference, and proceedings publication information.
- Interactions/Transitions:
 - Participation/presentations at meetings, conferences, seminars, etc.
 - Consultative and advisory functions to other laboratories and agencies and other DoD laboratories. Provide factual information about the subject matter, institutions, locations, dates, and name(s) of principal individuals involved.
 - Transitions. Describe cases where knowledge resulting from your effort is used, or will be used, in a technology application. Transitions can be to entities in DoD,

other federal agencies, or industry. Briefly list the enabling research, the laboratory or company, and an individual in that organization who made use of your research.

- New discoveries, inventions, or patent disclosures.
 - Honors/Awards: List honors, degrees, and awards received during the Grant period. List lifetime achievement honors such as Nobel prize, honorary doctorates, and society fellowships prior to this effort.
 - Courses taught: List class name, curriculum level and dates of any counter WMD classes taught by the PI or Co-PI.
- 2) **ANNUAL METRICS FILE.** To assist in compiling all of this information, a summary Annual Metrics table (in MSExcel format) has been created that can be downloaded from the DTRA Basic and Fundamental Research Community Portal (<https://www.dtrasubmission.net/portal/Forms.aspx>). The Annual Metrics table should be submitted with the Annual Report with any necessary narrative. The fields contained in the Annual Metrics table include, but are not limited to: number of PIs, number of students supported, total number of peer reviewed publications, Hirsch Index, etc. The Annual Metrics file shall only include actions that occurred from the Period of Performance start date up to submission of the first Annual Report. Each subsequent metrics file shall only include actions that occurred during the 12-month period following the previous year's Annual Metrics submission.
- Email the Metrics File to basicresearch@dtra.mil (file size must be less than 10MB). The file name should be the Grant number and 'Metrics', e.g. HDTRA1-12-1-9999 Metrics.
- 3) **QUAD CHART.** An updated quad chart must be submitted annually. A quad chart template is available in the Document & Template Library on the DTRA Basic and Fundamental Research Community Portal (www.dtrasubmission.net/portal).
- Email the Quad Chart to basicresearch@dtra.mil (file size must be less than 10MB). The file name should be the Grant number and 'Quad', e.g. HDTRA1-12-1-9999 Quad.
- 4) **ANNUAL TECHNICAL REVIEW.** At least one representative (preferably the PI) for each award is expected to attend and present at the annual technical program review meeting, unless otherwise exempted by DTRA in writing. For planning purposes the review will be for five days and will be held in Northern Virginia, typically during the summer months. DTRA encourages collaborators and graduate students to attend the Annual Technical Review.
- 5) **FINAL TECHNICAL REPORTS.** A comprehensive final technical report is required: the draft document is required forty-five (45) days prior to the end of the Period of

Performance and the final document is required ninety (90) days after the expiration or termination of the award.

The purpose of the final report is to document and to transition the results of the effort into the DTRA and DoD applied research community. The final report will always be sent to the Defense Technical Information Center (DTIC) and unclassified reports may be made available to the public through the National Technical Information Service (NTIS).

The final report is more than an extension of previous annual reports. The final report shall be a **comprehensive** technical summary of the significant work accomplished. The final report, where it is not readily accessible in published form should, where applicable:

- Clearly describe and illustrate the experimental equipment, setup, and procedures;
- Characterize and tabulate collected/computed data in an appendix;
- Sufficiently describe computational codes so they can be reproduced. Include a listing of the code in an appendix if possible and appropriate; and
- When the research effort culminates in the production of one or more student theses or dissertations, in these cases, the most significant advancements and conclusions (equations, figures, relationships, etc.) should be included in an executive summary. The theses or dissertations should be attached as appendices only if they are not readily available. If they are, clearly reference them and how they can be obtained. Also include in the executive summary, cumulative lists of people involved in, and publications stemming from, the research effort. Do not include copies of already submitted or published articles in the final report.

Standard Form (SF) 298, Report Documentation Page, must be used. Item 13 of the SF-298 should contain a 100 to 200 word abstract summarizing technical progress during the reporting period. The SF-298 may be found on the Internet at:

[http://contacts.gsa.gov/webforms.nsf/0/B82C70E2B4C7843185256A2C005F72E0/\\$file/SF298_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/B82C70E2B4C7843185256A2C005F72E0/$file/SF298_e.pdf)

The report style should be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All of the report pages should be prepared for acquisition and distribution by DTIC. All of the report pages should be of good quality for copying purposes. No pages should be missing.

The format and standard required by your institution for the preparation of theses and dissertations shall be used for the final report. In the absence of any institutional standards, you may wish to refer to the American National Standards Institute (ANSI) document Z39.18-1987, "Scientific and Technical Reports: Organization, Preparation, and Production," for guidance. The report may be obtained from:

American National Standards Institute Incorporated
1430 Broadway
New York NY 10018

It is anticipated that all final technical reports will be unclassified and that distribution will not be limited. However, for final technical reports that require a limited distribution as deemed necessary by DTRA, a Distribution List will be provided with the comments on the draft final technical report. The Distribution List should be formatted to match the rest of the report, placed at the end of the report, and added to the Table of Contents. The number of pages in the Distribution List should be added to the total page count and included in the total number of pages cited in Block 15 of the SF-298.

The draft of the final technical report will be due not later than forty-five (45) days prior to the end of the period of performance. The draft of the final technical report (including a draft SF-298) must be submitted electronically as follows:

- Email the draft of the final technical report to basicresearch@dtra.mil (file size must be less than 10MB). The file name should be the Grant number and 'Draft Final Report', e.g. HDTRA1-12-1-9999 Draft Final Report.
- Provide a copy of the report to the Administrative Office identified in the Research Grant.

Within thirty (30) days, this draft will be reviewed by DTRA and comments will be provided to the Grantee to ensure the report complies with DTRA final report requirements. Such review and comment does not restrict the conduct or reporting of the project research findings/outcomes and, in accordance with Article 35, does not restrict Grantee's ability to publish. Grantee shall incorporate such requested changes so that the report incorporates and complies with agreement final reporting requirements terms. Final Technical Reports are due ninety (90) days after the expiration or termination of the award. The final submission should be made in accordance with the draft final report submission instructions.

- 6) **FINAL METRICS FILE.** A summary Final Metrics table (in MSExcel format) has been created that can be downloaded from the DTRA Basic and Fundamental Research Community Portal (<https://www.dtrasubmission.net/portal/Forms.aspx>). The Final Metrics table should be submitted with the Final Technical Report with any necessary narrative. The fields contained in the Final Metrics table include, but are not limited to: number of PIs, number of students supported, total number of peer reviewed publications, Hirsch Index, etc. The Final Metrics file shall contain data from all years of the award's funded Period of Performance.
 - Email the final Metrics File to basicresearch@dtra.mil (file size must be less than 10MB). The file name should be the Grant number and 'Final Metrics', e.g. HDTRA1-12-1-9999 Final Metrics.

11. Financial Reporting Requirements.

Federal Financial Reports (SF-425) are due no later than 1 July of each year. Grants effective after 31 January will not require a Federal Financial Report until 1 July of the following year. All financial reports shall be submitted to the Administration Office identified in Block 6 of the Research Grant. In addition, the Federal Financial Report must be submitted electronically as follows:

- Email the Financial Report to basicresearch@dtra.mil (file size must be less than 10MB). The file name should be the Grant number and 'Financial Report', e.g. HDTRA1-12-1-9999 Financial Report.

12. Delegation of Administration Duties.

Certain grant administration duties have been delegated to the Administration Office identified in Block 6 of the Research Grant. These duties are as follows:

- 1) Provisionally approve all Grant and Cooperative Agreement Vouchers.
- 2) Perform all property administration services except the approval of recipient's requests to purchase equipment with grant funds. Such approvals must be granted by the DTRA Grants Officer.
- 3) Perform all plant clearance functions.
- 4) Approve requests for Registration for Scientific and Technical Information Services (DD Form 1540).
- 5) Obtain all financial report(s) (see Article 11 of this document).
- 6) Execute administrative closeout procedures, which include the following:
 - a) Obtain the final Report of Inventions and Subcontracts (DD Form 882).
 - b) Obtain final payment request, if any.
 - c) Obtain final property report and dispose of purchased property and government furnished equipment (GFE) in accordance with the DoDGARs Part 22, Subpart G.
 - d) Perform a review of final incurred costs and assist the Grants Officer in resolving exceptions, if any, resulting from questioned costs.
 - e) Assure that all refunds due the Government are received by the Grantor.

NOTE: This term and condition is **not applicable** to instrumentation and equipment grant awards.

13. Security.

As a general rule, PI's will not need access to classified security information in the conduct of research supported under this Grant. Should it appear that access to such information is desirable, the recipient shall advise the Grantor and request clearance for the investigator. Should information be developed during the course of work under this Grant that, in the judgment of the PI or the recipient, should be classified, the Grants Officer shall be notified immediately.

14. Representations and Assurances.

By accepting funds under this Grant, the recipient assures that it will comply with applicable provisions of the following national policies:

- 1) **Nondiscrimination**: 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 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 sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
 - c) 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.
 - d) 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) **Live Organisms**: 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 concerning live organisms:
 - a) For human subjects:
 - (1) The Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR Part 46 and implemented by the Department of Defense at 32 CFR Part 219.
 - (2) The recipient shall adhere to DTRA local clause 252.223-9002 – Protection of Human Subjects (Aug 2010). The full text of this clause is as follows:

All research under this grant involving human subjects must be conducted in accordance with 32 CFR 219, 10 U.S.C 980, and DoDD 3216.02, as well as other applicable federal and state regulations. Grantees must be cognizant of and abide

by the additional restrictions and limitations imposed on the DoD regarding research involving human subjects, specifically as regards vulnerable populations (32 CFR 219 modifications to subparts B-D of 45 CFR 46), recruitment of military research subjects (32 CFR 219), and surrogate consent (10 U.S.C. 980).

DTRA Directive 3216.01 of June 9, 2010 establishes the DTRA Human Subjects Protection Program, sets forth the policies, defines the applicable terms, and delineates the procedures necessary to ensure DTRA compliance with federal and DoD regulations and legislation governing human subject research. The regulations mandate that all DoD activities, components, and agencies protect the rights and welfare of human subjects of study in DoD-supported research, development, test and evaluation, and related activities hereafter referred to as “research”. The requirement to comply with the regulations applies to new starts and to continuing research.

The DTRA directive requires that research using human subjects may not begin or continue until the Defense Threat Reduction Agency’s Research Oversight Board (ROB) has reviewed and approved the proposed protocol. Grantees and subcontractors are required to submit a valid federal assurance for their organization (institution, laboratory, facility) that has been issued by either DoD or the Department of Health and Human Services, and documentation of review of proposed protocols by the local Institutional Review Board (IRB) to include consent forms for any planned research using human subjects to the DTRA ROB for its review through the Grants Officer’s representative (if assigned) or the Grants Officer. The ROB review is separate from, and in addition to, local IRB review.

A study is considered to involve human research subjects if: 1) there is interaction with the subject (even if simply talking to the subject qualifies; no needles are require); and 2) if the study involves collection and/or analysis of personal/private information about an individual, or if material used in the study contains links to such information.

Written approval to begin research or subcontract for the use of human subjects under the proposed protocol will be provided in writing from the DTRA ROB, through the Grants Officer. A copy of this approval shall be maintained by both the Grantee and the government. Any proposed modifications or amendments to the approved protocol or consent forms must be submitted to the local IRB and the DTRA ROB for review and approval. Examples of modifications/amendments to the protocol include but are not limited to:

- i. a change of the PI;
- ii. changes in duration or intensity of exposure to some stimulus or agent;
- iii. changes in the information requested of volunteers, or changes to the use of specimens or data collected; or

- iv. changes in perceived or measured risks or benefits to volunteers that require changes to the study.

Research pursuant to such modifications or amendments shall not be initiated without IRB and ROB approval except when necessary to eliminate apparent and immediate hazards to the subject(s).

Research projects lasting more than one year require IRB review at least annually, or more frequently as required by the responsible IRB. ROB review and approval is required annually. The Grantee or subcontractor must provide documentation of continued IRB review of protocols for ROB review and approval in accordance with these Terms and Conditions. Research must not continue without renewed ROB approval unless necessary to eliminate apparent and immediate hazards to the subject(s).

Non-compliance with any provision of this clause may result in withholding of payments under the grant pursuant to the grant's payments clause(s) and/or grant termination pursuant to the grant's termination clause(s). The government shall not be responsible for any costs incurred for research involving human subjects prior to protocol approval by the ROB.

b) For animals:

- (1) Requirements for animal acquisition, transport, care, handling, and use in 9 CFR Parts 1-4, Department of Agriculture rules implementing the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and 9 CFR Subchapter A, Parts 1 through 4).
- (2) Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.
- (3) DTRA local clause 252.235-9001 – Prohibition of Use of Laboratory Animals (Jul 2010). The full text of this clause is as follows:

The grant recipient shall obtain approval from the US Army Medical Research and Materiel Command (MRMC), Animal Care and Use Review Office (ACURO) prior to conducting research on live nonhuman vertebrates. Studies involving non-human primates, dogs, cats, or marine mammals will require a site visit by an ACURO laboratory animal veterinarian as a condition of approval. DoD may also conduct site visits involving research on other animals when deemed appropriate. The animal research facility is responsible for notifying the DoD sponsor if Association for the Assessment and Accreditation of Laboratory

Animal Care accreditation is lost or the facility is under USDA inspection. DoD also has the right to a site inspection under these circumstances.

The grant recipient (including subcontractors) is expressly forbidden to use laboratory animals in any manner whatsoever without the express written approval of MRMC ACURO.

The grant recipient shall complete the ACURO Animal Use Appendix for Research Involving Animals found at the following web site: https://mrmc-www.army.mil/index.cfm?pageid=Research_Protections.acuro_AnimalAppendix. Submit the completed ACURO appendix, contact information, the DTRA grant number and a copy of the grant for processing to the email address listed at the ACURO website. Once ACURO approves the effort, the grant recipient will receive written approval to begin animal use from the US Army MRMC ACURO by separate email. The grant recipient shall promptly provide a copy of the approval to the Grants Officer and Grants Officer representative. After approval, changes or protocol amendments must be submitted to and approved by ACURO before implementation.

The grant recipient, or subcontractors as appropriate, shall submit the most recent U.S. Department of Agriculture Animal Care Inspection Report annually in accordance with the CDRL.

Non-compliance with any provision of this clause may result in the termination of the grant.

- 3) Drug-Free Workplace: The recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR Part 26, which implements Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
- 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 benefit arising from it, in accordance with 41 U.S.C. 22.
- 5) Military Recruiters: This term applies to the extent that work under this award will be performed by a U.S. institution of higher education as defined by 32 CFR 216.3. Military recruiting on campus under this award shall be as specified in the DoDGARs §22.520, Military Recruiting and Reserve Officer Training Corps Program Access to Institutions of Higher Education.

As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR Part 216) that has a policy or practice that either prohibits, or in effect prevents:

- a) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution (or any subelement of that institution);
- b) Any student at that institution (or any sub-element of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education;
- c) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
- d) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled. If the recipient is determined, using the procedures in 32 CFR Part 216, to be such an institution of higher education during the period of performance of this agreement, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

15. Research Involving Recombinant DNA Molecules.

Any recipient performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July 5, 1994 (59 FR34496) amended August 5, 1994 (59 FR40170) amended April 27, 1995 (60 FR 20726), or such later revision of those guidelines as may be published in the Federal Register.

16. Data Collection.

Data collection activities, if any, performed under this Grant are the responsibility of the recipient. Awarding agency support of the project does not constitute approval of the survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with the awarding agency without the specific written approval of the cognizant awarding agency official. However, this requirement is not intended to preclude mention of the awarding agency support of the project in response to an inquiry or acknowledgment of such support in any publication of this data.

17. 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. The recipient shall provide, and shall require its subrecipients and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of site visits. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay the work.

18. Publications and Acknowledgement of Sponsorship.

Publication of results of the research project in an appropriate professional journal is encouraged as an important method of recording and reporting scientific information. A courtesy copy of each accepted publication shall be uploaded directly into the web-based reporting system previously described herein.

The recipient agrees that in the release of information relating to the grant, such release shall include the following statement, "The project or effort depicted was or is sponsored by the Department of the Defense, Defense Threat Reduction Agency. The content of the information does not necessarily reflect the position or the policy of the federal government, and no official endorsement should be inferred." For purposes of this provision, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds, shall clearly state: (i) the percentage of total costs of the program or project which will be financed with federal money, and (ii) the dollar amount of federal funds for the project or program.

19. Combating Trafficking in Persons.

The recipient agrees to comply with the trafficking in persons requirement in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

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

- (1) Is determined to have violated a prohibition in paragraph 1).a) of this award term;
or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1).a) of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. 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 2 CFR Part 376.
- 2) Provision 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—
- a) Is determined to have violated an applicable prohibition in paragraph 1).a) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1).a) of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to 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 2 CFR Part 376.
- 3) Provisions applicable to any recipient.
- a) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1).a) of this award term.
 - b) Our right to terminate unilaterally that is described in paragraph 1).b) or 2) of this Article:
 - (1) Implements Section 106(g) of the TVPA, as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c) You must include the requirements of paragraph 1).a) of this award term in any subaward you make to a private entity.

4) Definitions. For purposes of this award term:

a) "Employee" means either:

- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) 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.

b) "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.

c) "Private entity":

- (1) 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.

(2) Includes:

- i. A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

d) "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).

20. Authorization to Perform Activities Abroad.

If the award recipient is a foreign institution, the recipient assures that it has been duly authorized to operate and do business in the country or countries in which the grant is to be performed; that it has obtained all appropriate licenses, permits, and approvals required in connection with the grant's proposed activities; and that it will fully comply with all the laws, decrees, labor standards and regulations of such country or countries during the performance of the grant. U.S. Government funds may not be used in support of a project which is prohibited by law in the country or countries in which it is undertaken. DTRA does not assume responsibility for the recipient's compliance with the laws and regulations of the country or countries in which the activities are to be conducted.

21. Inconsistency Between English Version and Translation of Grant.

The foreign recipient shall ensure that all contract correspondence that is addressed to the U.S. Government is submitted in English or with an English translation. In the event of inconsistency between the terms of the grant and any translation thereof into another language, the meaning in the English language shall control.