

**EPA RESEARCH AND RELATED
AGENCY SPECIFIC REQUIREMENTS
(July 2008)**

Environmental Protection Agency Home Page <http://www.epa.gov>
EPA Grants Information <http://www.epa.gov/epahome/grants.htm>
National Center for Environmental Research <http://es.epa.gov/ncer/>
OMB Circulars <http://www.whitehouse.gov/OMB/grants/index.html>

Article 1. Awards Covered by Research and Related T&Cs

Research grants and cooperative agreements awarded by the Office of Research and Development. The standard Research terms and conditions will not apply to research centers, conferences, training projects, fellowships, or awards made as part of the People, Prosperity, and the Planet (P3) program.

Article 2. Prior Approval Requirements Not Included in the General T&Cs

Prior written EPA approval is required for foreign travel.

Prior written EPA approval is required for (1) projects exceeding 5 years and (2) projects needing extensions beyond that authorized in Research and Related General Term and Condition 25(c)(2). See Article 8, Paragraph F.

Article 3. Unallowable Direct Costs Aside from Those in A-21/A-122

None

Article 4. Contact Information for Technical Matters

Questions regarding technical matters should be referred to the EPA project officer cited in the assistance agreement.

Article 5. Contact Information for Administrative Matters

Questions regarding administrative matters should be referred to the EPA grant specialist cited in the assistance agreement.

Article 6. Contact Information for Intellectual Property Matters

Questions regarding intellectual property matters should be referred to the EPA grant specialist cited in the assistance agreement.

Article 7. Revised Budget Requirements

EPA does not require standard budget forms. Revised budgets should be submitted in the same general format as the original budget submission.

Article 8. Technical Reporting

General. As a result of this agreement, the recipient agrees to provide to EPA's Office of Research and Development (ORD) annual progress reports with associated summaries, and a final report with an executive summary along with a copy of any papers resulting from the research conducted.

A. Annual Progress Reports. The recipient agrees to submit annual progress reports to the EPA Project Officer at least 30 calendar days prior to the end of each reporting period. If the agreement was partially funded, so that an additional increment of funding is to be provided, EPA may elect to not provide further funding until the recipient has submitted the required annual progress report. The reporting period begins at the project start date, or, for subsequent years, on the annual anniversary of the start date. The reports should generally not exceed five 8 1/2" X 11" pages, exclusive of the summary discussed below. These reports shall include:

- (1) Brief statements covering work status, work progress, preliminary data, results, and evaluations made during the reporting period, including a comparison of actual accomplishments with the goals and objectives (outputs/outcomes) for the period. Address difficulties you have encountered (or might encounter) in carrying out this project and remedial actions (to be) taken. If the aims of the project have not changed from the original application, state this. If these have been modified, provide the revised aims and discuss the reason for the modification. Discuss any problems, delays, or adverse conditions which may materially impair the ability to meet the results (outputs/outcomes) specified in the application.
- (2) A discussion of any absence or changes of key personnel involved in the project.
- (3) A discussion of expenditures to date along with a comparison of the percentage of the project completed to the project schedule, and an explanation of any costs which are higher than originally estimated. Revised budget information will be required under this agreement if any significant changes in the size or scope of the project or in the originally-negotiated total estimated costs are anticipated for the project period.
- (4) Statements addressing how the quality assurance requirements of 40 C.F.R. Part 30.54 or 40 C.F.R. Part 31.45 and the agreement are being met, especially focusing on the assurance of data quality relevant to environmental measurements and data generation.
- (5) Results (outputs/outcomes) to date, emphasizing findings and their significance to the field, their relationship to the general goals of the award, their relevance to the Agency's mission, and their potential practical applications.

(6) Planned activity for the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated.

(7) Publications arising from this project. Copies of publications and reprints which have not previously been submitted to the Agency should be enclosed with the report.

(8) In addition, the recipient agrees to submit Annual Report Summaries with each annual progress report for posting on the Internet. These will be placed on EPA/ORD web site(s). EPA will not alter the content of a summary without consultation with the Principal Investigator(s). The summary should be submitted in the following format:

EPA Assistance Agreement Annual Report Summary (1-2 pages)

Date of Report:

EPA Agreement Number:

Title:

Investigators:

Institution:

Research Category:

Project Period:

Objective of Research:

Progress Summary/Accomplishments (Outputs/Outcomes):

Publications/Presentations:

Future Activities:

Supplemental Keywords:

Relevant Web Sites:

B. Final Report. The recipient agrees to submit a final report to the EPA Project Officer within 90 calendar days after the expiration of the project period. The Project Officer may require clarifications of the final report before the report is considered acceptable. Although there are no page restrictions on the final report (other than on the executive summary below), EPA does not expect a final report of great length. However, this document shall include a discussion of:

(1) Project activities over the entire period of funding, describing the recipient's achievements with respect to the stated project goals and objectives (outputs/outcomes).

(2) Complete details of all technical aspects of the project--both negative and positive--the recipient's findings, conclusions, and results, including the associated quality assurance results.

(3) An evaluation of (a) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated, if applicable, and/or (b) an explanation of how the research adds to the understanding of or solutions for environmental problems or is otherwise of benefit to the environment and human health. This discussion should be a minimum of one paragraph long and written in terms understandable by the educated layman.

(4) In addition, the recipient agrees to submit an Executive Summary with the final report for posting on the Internet. This will be placed on EPA/ORD web site(s) along with a list of publications. EPA will not alter the content of a summary without consultation with the Principal Investigator(s). Note: the recipient need not create this summary if the final report is ten pages or less, and is suitable for inclusion in the EPA web site. The summary should be submitted in the following format:

EPA Assistance Agreement Final Report Executive Summary (3-5 pages)

Date of Final Report:

EPA Agreement Number:

Title:

Investigators:

Institution:

Research Category:

Project Period:

Description and Objective of Research:

Summary of Findings (Outputs/Outcomes):

Conclusions:

Publications/Presentations:

Supplemental Keywords: (do not duplicate terms used in Progress summary)

Relevant Web Sites:

(5) For projects involving computer modeling, the recipient agrees to provide the following information with the final report:

- a. Model description, key assumptions, version, source and intended use;
- b. Performance criteria for the model related to the intended use;
- c. Test results to demonstrate the model performance criteria were met (e.g., code verification, sensitivity analyses, history matching with lab or field data, as appropriate);
- d. Theory behind the model, expressed in non-mathematical terms;
- e. Mathematics to be used, including formulas and calculation methods;
- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Number and uncertainty associated with parameters (how data was selected/obtained and assessed to assure it met requirements, or, documentation of the weakness due to known uncertainty and variability);
- h. Input data requirements and how data will be selected/obtained and later assessed to assure it met requirements, or, documentation of the weakness due to known uncertainty and variability;

i. Hardware requirements; and

j. Documentation (e.g., users' guide, journal publications, model code).

C. Annual Meeting Attendance. The Principal Investigator(s) will attend annual EPA Research Grants Seminars (otherwise known as program reviews or All-Investigators Meetings) if requested by EPA, to present and discuss the project. Per EPA instructions, expenses for travel to these meetings have been provided within the funding for this agreement.

D. Publications and/or Other Public Release of Results.

(1) The recipient agrees to provide copies of, or a reference for, any peer reviewed journal articles resulting from this research, in addition to the progress reports. EPA encourages the independent publication of the results of its extramural research in appropriate scientific journals. Any journal article so published, however, must contain the following statement:

“Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency through grant/cooperative agreement (number) to (name), it has not been subjected to the Agency’s required peer and policy review and therefore does not necessarily reflect the views of the Agency and no official endorsement should be inferred.”

(2) Because ORD intends to post references to all publications resulting from the agreement on its web pages, the recipient is encouraged to continue to notify the Project Officer, after completion of the assistance agreement, of any papers that are published based on this research.

(3) An acknowledgment of EPA support must be clearly shown on web pages and stated during all media interviews.

E. Form of Reports. The recipient agrees to provide final and annual reports and associated summaries in an electronic format. The electronic versions shall be submitted in PC format, using commonly available word processing software or PDF. When requested by the Project Officer, these reports shall also be submitted in hardcopy format.

F. Other recipient responsibilities.

The recipient may not receive an extension if this causes the project period to exceed five years. Any extension of the expiration date which approaches five years must be requested at least ten calendar days in advance of the expiration date and approved by the Project Officer and Award Official. This approval is necessary due to the requirements of 40 C.F.R. Part 40.125-1. For any other extension, the recipient is required to notify the EPA Award Official and Project Officer in writing, with the supporting reasons and revised expiration date, at least ten calendar days before the expiration date specified in the award.

Article 9. Financial Reporting

Pursuant to 40 CFR 30.52(a)(1) and 30.71(a), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA’s Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: US EPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 30.62 if the recipient does not comply with this term and condition.

Article 10. Incremental Funding Actions

Generally, no additional documentation is required to initiate an increment.

EPA AGENCY SPECIFIC REQUIREMENTS RELATED TO ARTICLES IN THE GENERAL TERMS AND CONDITIONS

Article 11. Payments

REFERENCE: RESEARCH AND RELATED ARTICLE 22

By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

OTHER AGENCY REQUIREMENTS

Article 12. Research Misconduct

In accordance with either 40 CFR 31.40(d) for State, local and Indian tribal governments or 40 CFR 30.51(f) for other recipients, as appropriate, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:

- A. Public health or safety is at risk.
- B. Agency resources or interests are threatened.
- C. Circumstances where research activities should be suspended.
- D. There is a reasonable indication of possible violations of civil or criminal law.
- E. Federal action is required to protect the interests of those involved in the investigation.
- F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
- G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

Article 13. Lobbying

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

Article 14. Subawards

- a. The recipient agrees to:
- (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

Article 15. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Article 16. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

Article 17. Human Trafficking

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity is determined to have violated a prohibition in paragraph 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 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 2 CFR part 1532.

You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1 of this award term. Our right to terminate unilaterally that is described in paragraph 2 a or b of this section: i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.