

## **A. PROGRAM DESCRIPTION**

### **CyberSecurity Core Curricula Development Grant Call for Proposals**

The National Security Agency (NSA) is soliciting a second call for grant proposals in accordance with CFDA # 12.905 in the area of cybersecurity core curriculum development under to meet the future workforce demands of the U.S. Federal Government. Cybersecurity is an ever increasingly critical issue for the United States, and a skilled and knowledgeable workforce is critical to the continued security of the Nation, across social, economic and political domains.

#### **CyberSecurity Core Curricula Goal**

The primary goal of the Cybersecurity Core Curriculum (CCC) Development is to develop Cybersecurity Core curricula that will be publicly available for educational institutions who wish to educate and prepare Cybersecurity graduates to fill Federal Government Cybersecurity positions as outlined in the National Initiative for Cybersecurity Education (NICE) DRAFT Cybersecurity Education's Cybersecurity Workforce Framework (Draft NCWF)

[http://csrc.nist.gov/drafts/800\\_181\\_draft.pdf](http://csrc.nist.gov/drafts/800_181_draft.pdf).

Towards that goal, we are seeking CCC proposals of the following types:

1. *Educational Materials Development* in the areas of cybersecurity as identified by the NICE NCWF. Specifically, we are seeking curricula for:

- Risk management (risk analysis, risk mitigation, and methodologies)
- Wireless/mobile
- National laws, regulations, and policies related to cybersecurity
- Cyber threats and vulnerabilities
- Cryptography
- Hardware and software reverse engineering
- HCI and usable security
- Forensics

Other areas of cybersecurity curriculum that fall within the NCWF framework will be considered as well. We are seeking proposals that emphasize depth of topic over breadth. Educational Materials may build off previously tested content and include:

- Individual course(s), to include the syllabus, teaching materials (recorded lectures, presentations, outlines, assignments, assessments, and instructor notes/guidance). The course should be developed in modules (see below) that could be used separately or in whole. Please quantify proposed course length in hours, i.e. 15 hours – 45 hours.

- Module(s) that include hands-on, interactive activities that will allow students to practice the knowledge/skills in a specific topic area above, as well as to allow for the measurement of the knowledge gained by the students through the demonstration of acquired skills and abilities. We encourage use of the cybersecurity curriculum terminology below to quantify deliverables:

Nano-module - estimated completion time is up to 1 hour

Micro-module – estimated completion time is between 1 and 4 hours, inclusive

Module – estimated completion time is more than 4 and less than 10 hours

2. *Capacity Building Projects*, that help support and sustain the Core Curriculum Development goal, including, but not limited to:
  - *Assessment Instruments and Tools* to measure student learning to test the effectiveness of cybersecurity educational materials and practices as well as tools to measure Aptitude/Interest. Proposed assessment tools must be both validated and reliable.
  - *Curriculum Management Platforms*, in the form of a proof of concept (POC) or prototype that demonstrate an effective system for hosting cybersecurity curriculum.
  - *Workshops* to provide faculty with professional development opportunities focused on sharing knowledge about new CCC courses, educational materials, laboratory practices, instructional methods, and assessment practices and tools. Workshops are intended as a complement and stimulant to Educational Materials Development to encourage adoption and cybersecurity education networks and thus become part of the cycle of innovation.
  - *Cyber Talks/Speakers*, which may include high-quality short or long presentations from experts on a variety of cybersecurity concepts. A library of cyber talks could be used as plug-ins by faculty interested in developing new or enhancing existing cybersecurity course.

All awarded grants and their associated grantees shall work with the government appointed technical SME and pedagogy advisor over the period of the grant.

## **B. FEDERAL AWARD INFORMATION**

CyberSecurity Curricula Development is funded by the National Security Agency's National Cryptologic School's College of Cyber. Successful applicants will be issued as a grant (as defined in 2 CFR 200) as a result of this announcement.

The expected total amount of funding for the award(s) is up to \$5.5 million.

There is no defined limit on the amount for the proposal being submitted as the total is determined by the budget/costs associated with producing the proposed deliverable(s); however, the average cost of previous proposals ranged from \$100,000 to \$600,000. On the whole there was a wide range of awards made and award decisions primarily inflected upon value provided in technical and costs. The number of total grants to be awarded is open, as this will be determined by the individual grants meeting the criteria and the total amount of funding allotted. In the previous call for proposals, twenty-eight grants were awarded.

The period of performance for the grants will be one year from the date of the grant is awarded, with deliverables expected at the end of the grant award.

Those who were awarded grants under the previous call for proposals for the same program are eligible to apply for additional grants for different cybersecurity curriculum topics as defined in the program description.

Grantee awards are **anticipated** to be announced in 30 August 2017 with funding awarded by 30 September 2017. Grant awards are effective for one year from the date awarded.

## C. ELIGIBILITY INFORMATION

Applicants **must** be a Subject Matter Expert and an instructor/educator in a CyberSecurity program at an accredited University or College or a non-profit organization (organizations subject to 26 U.S.C 501(c)(3) specializing in the area of CyberSecurity Education for which they are providing a proposal. For profit entities are not eligible for award and proposals will not be evaluated.

Cost sharing, cost participation or matching from potential applicants is *not* required.

Applicants must have completed their registration in the System for Award Management Database prior to the anticipated award announcements in early August. Any exclusions shall preclude an applicant from award.

## D. APPLICATION AND SUBMISSION INFORMATION

To be eligible for CyberSecurity Core Curriculum Development grant funding under this solicitation, all proposal submissions must meet the following threshold criteria and provide the below documentation. A request for a call for proposal package may be made to Lisa Houck, [lajones@nsa.gov](mailto:lajones@nsa.gov), (410)854-7883, or Maureen Turney, [mdturne@nsa.gov](mailto:mdturne@nsa.gov), 410-854-1090, however this package contains all details needed to apply.

1. A valid DUNS (Data Universal Number System) number **must** be included in proposal submissions. If your institution does not have one, apply for one **immediately** to allow for receipt in time to submit your proposal before the deadline. You can apply for a DUNS number at the following website: <http://fedgov.dnb.com/webform/index.jsp>.
2. Each applicant (unless the applicant is an individual or Federal awarding agency that is excepted agency under 2 CFR § 25.110(d)) is required to: (i) be registered in SAM before submitting its application; (ii) provide a valid unique entity identifier in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal agency. The Federal awarding agency may

not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use the determination as a basis for making a Federal award to another applicant.

3. A FICE (Federal Interagency Committee on Education) number *must* be included in college/university proposals. Institutions other than colleges and universities are not required to include a FICE #.
4. A current CAGE (Commercial And Government Entity) code *must* be included in proposal submissions. If your institution does not have one, apply for one *immediately* to allow for receipt in time to submit your proposal before the deadline. You can apply for a CAGE code at: <http://www.sam.gov>
5. Applicants must be registered in the National Security Agency's (NSA) Acquisition Resource Center (ARC). You can register at <https://www.nsa.gov/business/acquisition-resource-center/>.
6. Applicants *must* maintain an accounting system capable of accurately and adequately tracking the costs associated with the CyberSecurity Core Curriculum Development grant.
7. Applicants must submit their Employer Identification Number (EIN) with their proposal.
8. The applicants SAM registration should be updated to allow for all federal awards.
9. The proposal submissions should include the following components as described below:

#### **PROPOSAL TITLE PAGE**

The proposal shall include a title page with the following information:

1. GRANT SOLICITATION CNAP CURRICULUM DEVELOPMENT
2. Name of Offeror/Institution
3. Proposal Title
4. Synopsis (100 words or less)
5. Identify the appropriate NCWF Category(s), Work Role(s), Task(s) and Knowledge(s), Skill(s), and Abilities(s) (KSAs) addressed by the proposal.
6. Technical Point of Contact including:
  - a. Name
  - b. Telephone Number
  - c. Electronic email address
  - d. Fax Number
  - e. Mailing address
7. Budget Amount

8. Type of legal instrument: Grant
9. Period of Performance: 364 Days after date of award  
Signatures of the Principal Investigator and an authorized approving authority for the organization.

## **TABLE OF CONTENTS**

A table of contents shall be provided to allow ready reference to key sections, figures, tables, and illustrations.

## **PROPOSAL CONTENT**

A brief overview of the contents of these sections is provided below. Narrative text shall be in 12 font or larger using Times New Roman. Tables shall use fonts no smaller than 10 font or 10 characters per inch (whichever is larger). The project description shall not exceed 12 pages in length.

1. **EXECUTIVE SUMMARY:** The executive summary is intended to provide an overview of the salient features of the entire proposal. It shall explain briefly the Offeror's proposal without including any cost data.
2. **PROJECT DESCRIPTION:** The Project Description should provide a clear statement of the work to be undertaken and must include the objectives for the period of the proposed work. The Project Description should outline the general plan of work, project management plan, and include a list of deliverables using the quantifiers as described above.
3. **PERSONNEL, FACILITIES, RESOURCES:**
  - a. Describe the personnel, facilities, and other resources available for accomplishment of the objective.
  - b. The personnel section shall describe the qualifications of the principal investigator / program manager and other key individuals involved in the project. This section may include resumes/curriculum vitae. For all proposals, one individual shall be the designated principal investigator / program manager for the purpose of technical responsibility and contact.
4. **ADMINISTRATIVE:**
  - a. Identify other parties to whom the proposal has been/will be sent.
  - b. Describe in detail any proposed sub-contracts or relevant collaborations (planned or in place) with industry, government organizations, universities, or other institutions. The proposal shall describe how the particular collaborations are expected to facilitate the work performed. If subcontracts are proposed, the Offeror shall make clear the division of the activities.
5. **BUDGET:** In order to evaluate the proposal for completeness and reasonableness of price, a separate breakout of the amounts, types, and structure of the award shall be included in this section.
  - a. **Budget Worksheet to include: (Note: All information provided shall be found within the proposal or readily available online with direct links to the information)**
    - i. **Salary/Payroll** – Support shall be provided in the form of any of the following: HR payroll; paystub; letter from HR confirming salary; Open

- Data with litmus (e.g., Seebees.com, glassdoor, etc.) LCATS; state website verifying pay. Overall, any data supporting the proposed salary
- ii. **Fringe Benefits** – Support shall be provided in the form of an DHHS Rate agreement or any other previously negotiated for fringe benefits provided. Open market data may be utilized to support as well.
- iii. **Travel Expenses** – Support shall be provided in the form of Open source data (i.e.,Expedia) and/or University Policy.
- iv. **Equipment/Supplies** – Support shall be provided in the form of Open market pricing/quotes for goods to be provided.
- v. **Other Direct Costs** – Support shall be provided in the form of Open market pricing/quotes for goods to be provided.
- b. **Indirect Costs** – Support shall be provided in the form of an DHHS Rate agreement or any other previously negotiated indirect cost.**Application for Federal Assistance – SF424**
- c. **Budget Information-NonConstruction Programs – SF424A**
- d. **Assurances-NonConstruction Programs – SF424B**
- e. **Certification Regarding Lobbying Form**
- f. **Disclosure of Lobbying Activities – SFLLL**
- g. **A copy of or a direct link to the most recent iteration of the applicants OMB-A133 report. If one was not completed or not applicable, the applicant shall include a statement documenting this along with a rationale for why it is not available.**

The Offeror shall follow the guidance provided within the NSA ICT Accessibility Standards and the NSA ICT Accessibility Score Sheet to conduct a self-evaluation of their course materials, and vendor delivered information technology (software and hardware). The Offeror shall identify how materials, documentation, and information technology can be interacted with the keyboard only, a third party screen-reader (JAWS or NVDA), and that no information/instruction is presented in single-sense format only (auditory, color, visual, etc.), through the completion of the self-evaluation. Additionally, if the Offeror's individual criteria scores fall below a 5.0, they shall provide documentation regarding those criteria, why they fail, the deliverables negatively impacted, how it will effect end-users, and a procedure and report that demonstrates how they plan to remediate or alternatively meet the Agency Accessibility Standards.

The Offeror shall document and demonstrate any instance where the NSA ICT Accessibility Standards and Score Sheet Requirements are not directly applicable to the ICT under procurement. If the Offeror demonstrates non-applicability, they must document how the ICT meets the NSA ICT Fundamental Accessibility Requirements. If they are unable to demonstrate accessibility for all fundamental requirements, they shall provide documentation regarding those criteria, why they fail, the deliverables negatively impacted, how it will effect end-users, and a procedure and report demonstrating how they plan to remediate or alternatively meet the Agency Fundamental Accessibility Requirements. All RFP response documentation delivered will also be produced in an accessible format that meets the NSA ICT Fundamental Accessibility Requirements, and will additionally be available in braille format, upon request.

The NSA ICT Accessibility Standards are derived from Section 508 and WCAG 2.0 AA requirements. Satisfying the Agency Accessibility Standards indicates compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 795d.).

## **DEADLINES**

Proposals shall be submitted by 11:59pm EST, July 30, 2017 via email to Lisa Houck, [lajones@nsa.gov](mailto:lajones@nsa.gov) and [mdturne@nsa.gov](mailto:mdturne@nsa.gov). If the due date falls on a Saturday, Sunday, or Federal Holiday, the package is due the next business day.

A response email that the proposal was received will be provided within 5 business days of receipt.

Proposals received after this deadline will be considered late and shall not be evaluated. This adjudication will be based on the time stamp on the email sent.

Proposal evaluations are expected to conclude no later than 30 days after the closing date.

## **E. APPLICATION REVIEW CRITERIA**

All proposals shall be in compliance with the requirements of this announcement. Any proposals not found to be in compliance may be disqualified from evaluation.

The primary basis for selection shall be:

1. **POTENTIAL CONTRIBUTION AND RELEVANCE TO GOALS**

The proposal shall be evaluated according to the alignment of proposal offerings/goals with National interests in the project. Return on investment, or program impact compared to program cost, play a significant role in determining potential contribution. Proposals that focus on different topic areas will not be evaluated against each other.

2. **TECHNICAL MERIT**

This section includes the overall technical merit, approach, and deliverables of the proposal made by the Offeror. Proposals will be evaluated on the innovativeness, clarity, and feasibility of the approach and the effectiveness of the evaluation and project management plan.

3. **COST/SCHEDULE REALISM AND FUND AVAILABILITY**

The Offeror's budget will be analyzed and compared to the technical effort proposed by the Offeror to determine the extent to which the Offeror has proposed a realistic price and schedule to maximize the value of the proposal.

#### **4. PAST PERFORMANCE / EXPERIENCE**

Prior experience with programs similar to the Offeror's proposal, or prior experience with NSA, may be used to judge potential benefits of the proposal. Demonstrated success with the topic areas will be scored more favorably. In the absence of any relevant previous experience, evaluations will be based solely on the remaining three criteria.

Criteria 1-3 are weighted of most importance equally with item 4 being the least valued criteria.

### **EVALUATION PROCESS**

The Government anticipates multiple awards as a result of this Grant Solicitation. However, the Government reserves the right to select for award all, some, or none of the proposals received, if it is determined to be in the best interest of the Government. The Government may also make partial awards and make awards for one or more grants on the same subject matter. The actual number of grants awarded will depend on the number of complete and acceptable proposals, cost of individual awards, and availability of funds.

The Government intends to evaluate proposals and make awards without discussions; however, the Government reserves the right to conduct discussions, at the discretion of the Grants/Contracting Officer. Because of the unique nature of each proposal, the Grants Officer may select one or more individual proposals for discussions. Selection of one or more proposals for discussion will not obligate the Government to enter into discussions with any other offeror.

The Government intends to conduct a two-stage evaluation process. First, Offerors submit full proposals to the Government for evaluation. A Proposal Review Board (PRB) will conduct the evaluation of proposals. All proposals will be carefully evaluated using the above criteria. All PRB members will determine the degree to which each proposal fully addresses the requirements of the Grant Solicitation. As soon as the Government proposal evaluation is complete, the Grants Officer will notify the Offerors of the selectability or non-selectability of their proposals. Second, the selected proposals will be considered for funding. Non-selected proposals will not be returned to Offerors. Decisions to fund selected proposals will be based on the selection criteria specified above and funds availability. As a result of funding constraints, not all proposals deemed selectable may be funded. Awards resulting from this Grant Solicitation will be made to the Government, considering cost and non-cost factors. Where there are no significant differences in the evaluation of non-cost factors among proposals determined selectable, and such proposals are found to be equal importance in support Cyber education, then funds availability alone will be the determining criterion for award.



## **F. FEDERAL AWARD ADMINISTRATION INFORMATION**

### **FEDERAL AWARD NOTICE**

An email notification will be sent out indicating whether or not the proposal has been selected for award. This email is NOT an authorization to begin performance.

The official authorization of Federal grant award will be sent by the granting Federal Agency's contracting officer via email.

**Prior to Award (if selected)** the Grant specialists will be reviewing proposed cost for allowableness and reasonableness utilizing the required supporting data provided by the Grantee.

A draft iteration of the standard terms and conditions to be utilized by the Government are attached for the applicants review. These terms and conditions are subject to change between the announcement of this opportunity and the final award of the grant agreement.

### **DELIVERABLES**

A quarterly report shall be submitted by the grantee after Federal Award on the 15<sup>th</sup> of the month to the Program Manager, Maureen Turney, [mdturne@nsa.gov](mailto:mdturne@nsa.gov) via email. A template will be provided.

There will be mandatory workshops, three to four, throughout the period of the grant period. The Grantee shall attend all required workshops as set forth by the Cybersecurity Curriculum Development Program Manager as cited call for proposal either in-person or, were applicable, via virtual means.

The deliverables will be submitted on the deadlines indicated above. These deliverables will be made publicly available.

## **G. FEDERAL AWARDED AGENCY CONTACT(S)**

For additional information regarding this grant and program, please contact Lisa Houck, [lajones@nsa.gov](mailto:lajones@nsa.gov), 410-854-7883 or Maureen Turney, [mdturne@nsa.gov](mailto:mdturne@nsa.gov), 410-854-1090.

Please ensure you indicate in any correspondence containing proprietary information, in order to ensure it is properly protected.

### **OTHER INFORMATION**

All those who are awarded grants should be aware should a Freedom of Information Act (FOIA) should one be submitted would subject your proposal to disclosure.

ATTACHMENT NO. 3

EXHIBIT A  
FEBRUARY, 2017  
NSA AGENCY SPECIFIC TERMS AND CONDITIONS

This award is subject to the DoD R&D General Terms and Conditions, which can be found at [www.onr.navy.mil/Contracts-Grants/submit-proposal/grants-proposal/grants-terms-conditions.aspx](http://www.onr.navy.mil/Contracts-Grants/submit-proposal/grants-proposal/grants-terms-conditions.aspx) under the header "DoD Research and Development General Terms and Conditions." (most recent version), and are incorporated herein. Grant award recipients (hereafter, grantee) are accountable for all applicable statutory and regulatory requirements that govern these awards, even if not specifically listed in this document or documents referenced herein.

ORDER OF PRECEDENCE

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

- a. Federal Statutes
- b. Federal Regulations
- c. 2 CFR Part 200 as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103
- d. Award-specific terms and conditions (NSA Agency Specific terms and conditions)
- e. DoD Research and Development general terms and conditions

In cases of disagreement with any requirements of this award, the Grantee shall contact the NSA Grants Officer listed in the award document in order to resolve the issue. The Grantee shall not assess any costs to the award or accept any payments until the issue is resolved. Note, however that performance under this award constitutes acceptance of the award including the terms and conditions.

For further information, please contact the Government Program  
Manager for your Grant.

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# GENERAL PROVISIONS FOR NSA GRANTS AND COOPERATIVE AGREEMENTS

## 1. THE AGREEMENT

An Agency grant for the performance of research or other activities is consummated through an instrument signed by the NSA Grant Officer and an authorized representative of the Grantee. The instrument will consist of a basic agreement (the Agreement), the proposal and any other technical documents agreed upon by the parties. The instrument establishes the conditions of the grant or cooperative agreement incorporating the general provisions contained herein and including such other special provisions as may be required.

The Grantee and any sub-recipient must comply with the applicable NSA terms and conditions outlined below. These general provisions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

The Grantee **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general provisions outlined below and those directly reflected on the official assistance award may result in enforcement actions outlined in *2 CFR 200.338 and 200.339*.

**NOTE:** Any documents or regulations referenced in this Agreement and not appended will be made available upon request. Inquiries or request for copies should be directed to the NSA Grant Officer.

## 2. TERMS 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.

## 3. RESPONSIBILITIES

- a. Grants. While it is understood that the Agency and the Grantee share responsibility for the administration of any grant, it is primarily the responsibility of the Grantee and its Principal Investigator(s), (PI(s)) to determine the means by which its research can be conducted most effectively. NSA will promote and encourage the development of management policies and actions that will enhance the joint responsibility of the Agency and the Grantee to make sound technical and administrative judgments. Grantees are encouraged to seek the advice and opinion of the NSA Grant Officer. However, the Grantee should not infer that advice by NSA shifts the responsibility for making management or performance decisions from the Grantee to NSA.
- b. Cooperative Agreements. It is understood that there is a greater sharing of responsibility for management of the program itself when NSA and the Grantee participate in a cooperative agreement rather than a grant. In that case, NSA may participate significantly in the conduct of the effort, providing more specific technical guidance, assistance, and collaboration.
- c. Objective. In either case, however, the abiding concern of NSA is that grants and cooperative agreements are always used to achieve a maximum contribution to the scientific or technical

discipline being supported. It is expected that Grantees and the PI's will direct their efforts toward this end.

#### **4. GRANTEE RESPONSIBILITIES AND FEDERAL REQUIREMENTS**

- a. By acceptance of this grant, the grantee agrees to comply with the applicable Federal requirements for grants and cooperative agreements and to the prudent management of all expenditures and actions affecting the grant including the monitoring of sub-recipients (if applicable). Specific guidance on sub-recipient monitoring and management can be found in 2 CFR § 200.331.
- b. The grantee is responsible for ensuring that the Principal Investigator(s) (PIs) or Project Director(s) (PDs) and co-PIs/co-PDs receive a copy of the grant conditions, including: the notice of award, the budget, these general terms and conditions, any special terms and conditions and any subsequent changes in the grant conditions.

#### **5. ADHERENCE TO ORIGINAL PROGRAM OBJECTIVES**

Grantees receiving awards in which scientific or other technical effort is sponsored by grants and/or cooperative agreements are encouraged to discontinue or modify unpromising lines of investigation, or to explore interesting leads which may appear during the development of the program. NSA must, however, be consulted prior to any changes that might lead to significant deviations from the objectives or overall program of the original effort. Such changes should be proposed to the NSA Grant Officer by the PI in a written communication countersigned by the PI's Authorized Organizational Representative. If approved by the NSA Grant Officer, the Grant or Cooperative Agreement will be formally modified to reflect the change.

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

- a. The Grantee is advised that NSA's obligation to provide funding for increments and/or options included in the Grant is contingent upon satisfactory performance in the judgment of the NSA Grant Officer and the availability of funds and other factors may also be considered before options will be exercised (such as current programmatic objectives). Accordingly, no legal liability on the part of the NSA exists unless or until funds are made available to the Grantee **and** notice of such availability if confirmed in writing to the Grantee.
- b. Funding Increments – In no event is NSA obligated to reimburse the Grantee for expenditures in excess of the total funds allotted by the NSA by this agreement. The NSA anticipates unilateral modifications for funding increments.
- c. Options – If the agreement contains Option(s), NSA reserves the right to exercise the Option(s) unilaterally. The Grantee is not required to countersign the Option Awards exercised by NSA unless specifically requested to do so by NSA Grants Officer. The Grantee must notify the NSA Grant Officer of the Grantee's disagreement with the exercise of the Option(s) within fifteen (15) calendar days after the date of the NSA Grant Officer's signature on the option award.

#### **7. AVAILABILITY OF PRINCIPAL INVESTIGATOR**

The Grantee will immediately inform the NSA Grant Officer when it appears that the PI will not be able to devote substantially the time proposed or otherwise fulfill the agreed commitment to the project. Written approval of the NSA Grant Officer will be required to change the PI or to continue the effort during a period of more than three months without the participation of an approved PI.

## **8. REPROGRAMING OF EXPENDITURES**

- a. 2 CFR §200.38 sets forth the basic requirements for reporting deviations from financial plans and for granting approvals in addition to the requirements below. In general, the PI working within the policies of the Grantee is considered to be best qualified to determine the most effective use of Agreement funds in accomplishing the proposed project. Recipients are required to report deviations from budget and program plans and request prior approvals for budget and program plan revisions. Prior written approval of the NSA Grant Officer must be obtained before any of the following are accomplished with Agreement funds:
  - i. Foreign travel must be specifically approved for each separate trip prior to departure. Foreign travel is any travel outside the United States and its territories and possessions. This approval must be specifically granted whether the trip(s) is/are itemized in the budget.
  - ii. Domestic travel exceeding the amount allotted by \$500 or 25 percent, whichever is greater.
  - iii. Personnel movements of a special or mass nature not approved in the budget.
  - iv. Purchase of general-purpose equipment, including office equipment and furnishings, air conditioning, reproduction or printing equipment, motor vehicles, computers, etc., not itemized in the approved budget.
  - v. Purchase of nonexpendable property costing \$5,000 or more with a useful life of at least 2 years and not itemized in the approved budget, or which exceed the allotted amount by 25 percent.
  - vi. Expenditures for the acquisition of land or any interest therein.
  - vii. Expenditures for the utilization of the services of consultants not previously provided for under the Agreement or itemized in the budget.
  - viii. Expenditures for printing and binding unless otherwise specified in the Agreement.
  - ix. Expenditures for printing and binding unless otherwise specified in the Agreement.
  - x. Any approvals required by 2 CFR §200.
- b. Requests to use Agreement funds for any of the items listed above should be submitted in advance by the Grantee to the NSA Grant Officer and the NSA Program Manager. The NSA Grant Officer should respond within 30 calendar days.

## **9. EXPENDITURE LIMITATIONS**

- a. Any commitments or expenditures incurred by the Grantee in excess of the funds provided by the Agreement shall be the responsibility of the Grantee.
- b. Unless otherwise authorized by this Agreement, expenditures incurred prior to the effective date of this instrument may not be charged against federally authorized funds.
  - i. Grantees may incur costs within the ninety calendar day period before the start of the grant if requested by the Grantee **and approved** in writing by the NSA Grant Officer.
  - ii. Pre-award costs must be necessary for the effective and economical conduct of the project and the costs must be otherwise allowable under this instrument.
  - iii. Pre-award expenditures are made at the Grantee's risk. The approval of the Grantee's request to incur pre-award costs does not impose an obligation on the NSA: (1) in the absences of appropriations; (2) if a grant is not subsequently made; or (3) if the grant is made for a lesser amount than the grantee anticipated.
- c. The Grantee must notify NSA promptly whenever the amount of federally authorized funds obligated in the instrument is expected to exceed the expenditures of the institution by more than \$5,000 or 5% of the award, whichever is greater.

## **10. ALLOWABLE COSTS**

- a. Payment up to the amount specified in the Agreement shall be made only for allowable costs actually incurred in conducting the work under the terms of the Agreement.
- b. The allowability of costs and cost allocation methods for work performed under this grant, up to the amount specified in the grant, shall be determined with t the governing costs principles as specified in 2 CFR §200.414, 2 CFR §200, Subpart E and must conform with NSA policies, grant special provisions and grantee internal policies in effect on the date of the grant.
- c. In all cases the cost of any Lobbying activities are unallowable.

## **11. FINANCIAL ACCOUNTING SYSTEM**

The Grantee's accounting system must provide for:

- a. Inclusion, in their accounts, of the following information about each DoD financial assistance award received:
  - i. The number and title listed in the Catalog of Federal Domestic Assistance for the DoD program under which the award was made;
  - ii. Award number; and
  - iii. The year (fiscal year) in which the award was received.
- b. Records that identify adequately the sources of funds for all activities funded by NSA awards, including any required cost sharing or matching, and the application of those funds. This includes funding authorizations; Grantee's obligations and expenditures of the funds;

unobligated balances; property and other assets under the award; program income; and interest.

- c. Effective control over, and accountability for, all funds, property, and other assets under this award. Grantee must adequately safeguard all assets and assure they are used solely for authorized purposes.
- d. Comparisons of expenditures under this award for project or program purposes with amounts in the approved budget for those purposes.

## **12. AUDIT REQUIREMENTS**

- a. **Requirements for Entities Subject to the Single Audit Act.** Grantee and each subrecipient under this award that is an institution of higher education, nonprofit organization, State, local government, or Indian tribe must comply with the audit requirements specified in Subpart F of 2 CFR part 200, which is the Office of Management and Budget implementation of the Single Audit Act, as amended (31 U.S.C. chapter 75).
  - i. In accordance with 2 CFR 200.501(a), the Grantee hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.
  - ii. The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package **MUST** be submitted using the Federal Audit Clearinghouse's Internet Data Entry System.

## **13. TITLE TO PROPERTY ACQUIRED UNDER THIS AWARD**

Title to real property, equipment, and supplies that you acquire (whether by purchase, construction or fabrication, development, or otherwise) and charged as direct project costs under this award vests in the Grantee. Title to intangible property that the Grantee acquires (other than by developing or producing it) under this award also vests in the Grantee.

## **14. FEDERALLY OWNED PROPERTY**

Title to any federally owned property that NSA provides to the Grantee under this award (or for which accountability is transferred to this award from another Federal award) remains with the government.

## **15. INTERNAL CONTROLS**

The Grantee's system of internal controls must conform to OMB guidance in 2 CFR 200.303. With respect to paragraph (e) of §200.303, the Grantee's internal control system must include measures to safeguard any information that Federal statute, Executive order, or regulation requires to be protected (e.g. personally identifiable or export controlled information), to include information generated under the award or being provided to the Grantee and identified as being subjected to protection.



## 16. PAYMENTS

- a. Payments are to be made on a reimbursement or advanced basis, in accordance with 2 CFR Part 200.305, and 32 CFR 32.22. This sets forth the applicable methods of making payments, which shall minimize the time elapsing between the transfer of funds from the United States Treasury and the issuance or redemption of checks, warrants or payment by other means by the Grantee. Unless otherwise provided by special provision to the Agreement, payments shall be made on a reimbursement or advanced basis. The schedule of payments and remittance address will be set forth in the Agreement. The established schedule may be amended by mutual consent. Standard Form 270 (Request for Advance or Reimbursement) shall be used.
- b. Any monies (Public monies as defined in 1 TFM Part 6 Chapter 9000) advanced which are subject to the control or regulation of the United States, or any of its officers, agents or employees, must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.
- c. When the reimbursement method is used, payments shall be made within 30 days after receipt of the billing, unless the billing is improper. Invoices shall be submitted by the Grantee to the address designated in the PAYMENTS section of the award document.

## 17. INVOICING

- a. The Maryland Procurement Office (MPO) website is the preferred method of invoice submission by Grantees. Invoice submission through the MPO website is highly encouraged for organizations that have multiple grants with NSA and **mandatory** for grantees that have a current PKI Certificate unless otherwise authorized by the NSA Grants/Agreements Officer.
  - i. **Access to the MPO website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate, including its initial and annual cost, is available on the internet at: <http://iase.disa.mil/pki/eca> (must be a Medium Assurance Certificate).** The Grantee shall contact the Electronic Commerce office at (410) 854-5445 if they need additional information. After obtaining the ECA/IECA certificate, the Grantee must contact the Electronic Commerce office to obtain an account if one does not currently exist.
  - ii. Please refer to the grant solicitation and or award to determine whether the costs of the PKI and any associated costs may be allowed as a direct or indirect cost under the grant award. PKI costs **must be approved** by the NSA Grant Officer **in writing** to be reimbursable under the grant award as a direct cost. Please contact the NSA Grant Officer if you are unclear about what costs are allowable under your award.
  - iii. Invoices shall be submitted as 300 dpi black and white .TIF using Group IV compression or as 300 dpi black-and-white .PDF images. Invoices shall be legible, quality, un-skewed images. Invoices shall not contain smudges, markings, shading, writing, stamps, annotations, coffee rings, highlighted data, circling, or redacted data.

- iv. Each invoice shall be submitted in a separate attachment. Each supporting document shall also be submitted in a separate attachment.
- b. If submission of hardcopy invoices has been approved, please refer to the grant award document listing the locations where the hardcopy invoice and SF-270 must be submitted.
- c. Any questions the Grantee has regarding payment status shall be directed via email to the NSA Finance and Accounting Office at [operationpayment@nsa.gov](mailto:operationpayment@nsa.gov).

## **18. UNOBLIGATED FUNDS AND EARNED INTEREST**

Each performance period supported by this Agreement or any amendment thereto shall be treated separately for budgetary and fiscal purposes. At the end of each period, the negotiated budget shall be reconciled with the Agreement funds actually obligated. When the effort is to be continued for an additional period by amending the existing Agreement, the reconciliation shall be performed during negotiations for the follow-on support. If unobligated Agreement funds are anticipated, either the current performance period will be extended or the funds provided for the subsequent performance period will be reduced accordingly. The Grantee shall notify the NSA Grant Officer in writing 30 days prior to the expiration of the performance period if unobligated funds are anticipated, or not. If no unobligated funds were anticipated during negotiations for follow-on support, the reconciliation shall be accomplished based upon the Financial Status Report prepared by the Grantee. At the time the report is submitted, any obligated funds and any interest over \$250 earned by Federal funds on deposit shall be returned to the NSA by check made payable to the Treasurer of the United States. The instrument number shall appear on the check.

## **19. PROGRAM INCOME**

2 CFR 200.305 and 32 CFR 32.24 set forth standards for the control and disposition of program income, if any.

## **20. REPORTS OF WORK**

- a. 2 CFR Part 200.328 and 32 CFR 32.51 set forth procedures for monitoring and reporting performance. All documents must contain the award number of the Instrument. (H98230-XX-1-XXXX).
- b. The minimum requirements for technical performance reports under this Agreement shall be outlined in the grant award document. Grantees should check with the NSA Grant Officer or Program Manager if they are unclear on the minimum requirements for technical performance reports required under their grant awards.
- c. If required in the grant award or Program Manager and/or Grant Officer:
  - i. Semi-annual Performance Report: This report should present a concise and factual discussion of significant accomplishments and progress. One copies of the report are due within 60 days after the first half year of the project. Subsequent semi-annual reports are required for each extended half year of the effort, except the last half year which shall be

covered by the final report. The body of the report should address:

- (a) A comprehensive list of the objectives of the statement of work.
  - (b) Status of the project, a substantive statement of significant accomplishments and progress toward achieving the project objectives, summary of overall programs.
  - (c) A cumulative chronological list of written publications prepared for technical journals, include those accepted for publications as well as manuscripts planned for later publication. Indicate likely journals, authors and titles.
  - (d) A list of the professional personnel associated with the effort; if applicable, list any advanced degrees awarded, date, recipient, type of degree, and thesis title.
  - (e) Interactions (coupling activities);
    - a. Papers presented at meetings, conferences, seminars, etc.
    - b. Consultative and advisory functions performed for other laboratories and agencies especially other Department of Defense laboratories or agencies. Provide factual information about the subject matter, institution, locations, dates and the names of individuals involved.
  - (f) New discoveries, inventions, or patent disclosure and specific applications stemming from this effort.
  - (g) A summary of work to be accomplished during succeeding semi-annual period.
  - (h) An indication of any current problems or favorable or unusual developments.
  - (i) Any other statement that can provide additional insight and information to the Program Manager for the evaluation of the progress.
- ii. Final Performance Report: This report shall provide, in a single document, a permanent record of the progress and significant accomplishments achieved in the performance of the total effort. One copy of the Final Performance Report is due within 60 days after the expiration or termination of the effort.
- (a) The report shall be a comprehensive, cumulative, substantive summary of the entire project period of performance (from date of inception to completion). Generally, where the project has been a continuing effort for several years and the semi-annual performance reports have been prepared acceptably, the preparation of the Final Performance Report shall not impose an unusual burden. The format and content for the semi-annual performance reports shall also normally serve as the basis for preparation of the Final Performance Report.
  - (b) Where the results of the effort were not adequately reported in scientific or technical publications, the Final Performance Report must provide sufficient, substantive, and detailed discussions of the findings and accomplishments. In

such cases, and prior to the completion, duplication and submission of the Final Performance Report, two draft copies will be sent (in advance of the due date) to the Program Manager for preliminary inspection and acceptance.

iii. Report of Significant Events: Between the required performance reporting dates, events may occur that have significant impact upon the project or program. In such instances, the Grantee shall inform the Program Manager as soon as the following types of conditions become known:

- (a) Problems, delays, or advance conditions that will affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall include reasons why established programs objectives or goals were not met, and be accompanied by a statement of action taken or contemplated and any Agency assistance needed to resolve the situation.
- (b) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work to be produced than originally projected.
- (c) Significant technical results or milestones, which have been obtained.

## **21. FINANCIAL STATUS REPORTS**

Pursuant to 2 CFR 200.327 and 200.343, Financial information shall be reported annually on Standard Form SF 425 (Federal Financial Report) and SF 425A (Federal Financial Report Attachment), as needed, and will show the expenditure of Agreement funds and the Grantee's contribution. When the Agreement period is greater than one year, an Interim Financial Status Report shall be submitted within 60 days after completion of each year of effort. The final report is required within 90 days after the Agreement expiration date.

## **22. PUBLICATION PROCEDURES**

- a. It is expected that the recipient may make formal public disclosure of the scientific and technical information resulting from this Agreement, e.g. release articles for appropriate professional publications or present papers at scientific meetings or symposia. The Grantee agrees to provide to the Government, concurrent with public disclosure, a copy of such articles, reports, or information resulting from this work in consulting or discussing this and related information with other qualified individuals or groups of individuals, where appropriate, for furthering research. In the event that the researcher believes information generated during the research may require classification, the researcher shall notify NSA and request that the information be reviewed. The parties shall work expeditiously to evaluate the information and mutually establish appropriate handling and disposition guidelines.
- b. Acknowledgment of Government Rights and Sponsorship:
  - i. All manuscripts submitted for publication may include the following statement: "Project sponsored by the National Security Agency under Grant/Cooperative Agreement (select

appropriate title) Number H98230-XX-1-XXXX (insert appropriate number). The United States Government is authorized to reproduce and distribute reprints notwithstanding any copyright notation herein”.

ii. The following notation shall accompany each submission for publication:

“This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints”.

iii. New releases, interviews, and all other public statements referring to the project sponsored by this Agreement may acknowledge the NSA as the supporting Agency.

b. **Disclaimer.** Grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this grant, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

i. "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Security Agency."

## **23. RIGHTS IN INTANGIBLE PROPERTY/COPYRIGHTS**

2 CFR Part 200.315 and 32 CFR 32.36 provide information pertaining to Rights in Technical Data and computer software apply to this Agreement.

## **24. PATENT RIGHTS**

37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” addresses the provisions that apply to Patent Rights.

## **25. PROCUREMENT STANDARDS**

- a. 2 CFR sections 200.317 through 200.326 and 32 CFR sections 32.41 through 32.48, provide procurement standards for the Grantee and applies to this Agreement.
- b. Unless the special provisions of this Agreement provide otherwise, prior written approval shall be obtained from the NSA Grant Officer before any of the work or other substantive project effort is sub- awarded. Requests shall be forwarded to the NSA Grant Officer with an explanation, which shall include a proposed performance statement, justification for the price of estimated cost (including a detailed budget for cost-reimbursement type arrangements), and the basis for selecting the sub-awardee.
- c. The requirements of this Agreement are applicable to sub-awardees.
- d. The Grantee shall establish policies and procedures to prohibit employees from using their positions for a purpose that neither gives the appearance of being motivated by, a desire for private gain for themselves or others, particularly those with whom they have family, business or

other ties.

## **26. SITE VISITS**

The Agency, through its authorized representatives, may make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Agency to the Grantee or a subawardee under this Agreement, the Grantee shall provide, or shall require its subawardees to provide all reasonable facilities and assistance for the safety and convenience of the Agency representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as to not unduly delay the work.

## **27. Requirement for System for Award Management (SAM)**

Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

## **28. LIABILITY**

NSA cannot assume any liability for accidents, bodily injury, illness, breach of contract, any other damages or loss, or any claims arising out of any activities undertaken pursuant to the grant, whether with respect to persons or property of the or third parties. The Grantee is advised to insure or otherwise protect itself or others, as it may deem desirable.

## **29. CLOSEOUT PROCEDURES**

At the end of the award period, the Grantee will be required to complete closeout activities. Information concerning the Grantee's responsibilities at closeout may be found in 2 CFR Part 200.343, 2 CFR Part 2900.15, 32 CFR sections 32.71 through 32.73, and in the grant award. Property reports, patent reports (DD882), Grantee's release and assignment of claims (if any) shall be submitted prior to payment of the final invoice. All closeout activities must be completed no later than 90 days after the end of the award period unless prior approval is received from NSA Grant Officer.

## **30. RETENTION OF RECORDS**

2 CFR Part 200.343 through 200.337 (32 CFR 32.53) sets forth retention and access requirements regarding records and applies to this Agreement.

## **31. EXTENSION OF AGREEMENT PERIOD**

- a. Any request for extension of the Agreement must be submitted in writing by the Grantee to the NSA Grant Officer. Mutually agreeable time extensions will be affected by written modification to the Agreement. Extension of time shall not, of itself, entitle the Grantee to additional funds.
- b. A request for extension exceeding six months must be accompanied by a revised cost estimate indicating the planned use of unexpended funds during the extension period.

### **32. USE OF HUMAN SUBJECTS**

The use of human subjects is required to be coordinated through the funding entity prior to the grantee performing any human subject research activities funded by the grant. Once coordinated, the human subject research, prior to occurring, shall adhere to DoDI 3216.02, NSA/CSS Policy 10-10, and any requirement imposed by the NSA/CSS Human Protections Administrator, including review by an applicable Institutional Review Board (IRB), the IRB's determination and, post-IRB determination, Human Research Protections Official review by the grantor.

### **33. USE OF LABORATORY ANIMALS**

The use of laboratory animals is not authorized by this Agreement.

### **34. LOBBYING AND LITIGATION**

Grantees must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.

### **35. SECURITY**

Personnel of the Grantee will not be granted access to classified information under this Agreement.

### **36. TERMINATION AND ENFORCEMENT**

- a. Termination and enforcement procedures set forth at 2 CFR Part 200.338 through 200.342. (32 CFR sections 32.61 and 32.62) are applicable to this Agreement.
- b. **Termination by mutual consent:**
  - i. Circumstances may arise in which either NSA or the Grantee wishes to terminate performance of a project in whole or in part. If both parties agree that continuation of the project would not produce beneficial results, or if classification restrictions are imposed, the Agreement may be terminated.
  - ii. If the Grantee wishes to terminate the project, its Authorized Organizational Representative will advise the NSA Grant Officer in writing with a copy to the Program Manager.
  - iii. If NSA wishes to terminate the project, the NSA Grant Officer will, in writing, advise the Grantee's Authorized Organizational Representative with copies to the PI and the Program Manager.
  - iv. Within 30 days after receipt of a request for termination by mutual consent, the other party will provide an appropriate written response. The two parties shall agree upon the termination conditions, including effective date, and, in the case of partial termination, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. NSA shall allow full credit to the Grantee for the NSA share of the noncancellable obligations properly incurred by the Grantee prior to termination.

- v. In the event of disagreement between the parties, the NSA Grant Officer will make a final determination subject to the review procedures described in the provisions entitled "Termination Review Procedure."

**c. Enforcement:**

- i. When it has been determined by NSA that a Grantee has materially failed to comply with the terms and conditions of the Agreement, NSA may:
  - 1. Disallow all or part of the cost of the activity or action not in compliance; or
  - 2. Temporarily withhold cash payments pending correction of the deficiency by the Grantee; or
  - 3. Withhold further awards for the project or program; or
  - 4. Suspend the agreement, in whole or in part; or
  - 5. Terminate the agreement for cause, in whole or in part; or
  - 6. Take other remedies that may be legally available.
- ii. NSA prefers that deficiencies be corrected whenever practicable; therefore, action to suspend or terminate the Agreement enforcement action(s) normally will be taken only after the Authorized Organizational Representative has been informed by letter of the nature of the problem with notification that failure to correct the deficiency within a reasonable time may result in suspension or termination of the Agreement. However, this does not preclude immediate enforcement action(s) when such action is reasonable under the circumstances and necessary to protect the interest of NSA.
- iii. When it is believed that a Grantee has materially failed to comply with the terms and conditions of the Agreement, the NSA Grant Officer will advise the Authorized Organizational Representative by letter of the nature of the problem and that failure to correct the deficiency may result in enforcement action(s). The Grantee will be requested to respond in writing within 30 days, describing the action taken or the plan designed to correct the deficiency. The Grantee will furnish copies of this correspondence to the PI and the Program Manager.
- iv. If a satisfactory response is not received within 30 days of receipt of such a notice by the Grantee, the NSA Grant Officer may issue a notice suspending authority to further obligate funds, in whole or in part. The notice of suspension shall be sent by certified mail (return receipt requested) to the Authorized Organizational Representative with a copy to the PI. The notice will set forth the activities covered by the suspension and its effective date and the corrective action required of the Grantee in order to lift the suspension.
- v. In the event the deficiency is not corrected to the satisfaction of NSA, the NSA Grant Officer may issue a notice of termination, in the same manner as described in subparagraph (4) above. The notice of termination will establish the reasons for the action and its effective date.
- vi. If an Agreement is suspended under this clause, no obligations incurred by the Grantee during the period of suspension will be allowable under the suspended Agreement except those costs which are allowable and allocable under the applicable Federal Cost Principles, and that are associated with the suspension.



- vii. If an Agreement is terminated under this clause, the Grantee shall not incur new obligations after the effective date of the termination notice and shall cancel as many outstanding obligations as possible. The settlement of termination costs will be in accordance with the applicable Federal Cost Principles.
- viii. Within 90 days of the effective date of termination, the Grantee will furnish an itemized accounting of funds expended for allowable cost prior to the effective date of termination and the unexpended funding balance. The Grantee may request a review of the termination decision in accordance with procedure described in clause 30(c) entitled "Enforcement Action Review Procedure."

**d. Enforcement Action Review Procedure:**

- i. NSA Grant Officer's Final Decision: Any disputes under this Agreement shall be decided at the request of the appellant or Grantee by the NSA Grant Officer. Each final decision shall adequately notify the appellant or Grantee in writing (with proof of delivery) that the decision is a final decision which shall become final and conclusive unless timely appealed.

An Agency official who receives a notice of appeal from final decision shall preserve the envelope in which the appeal was transmitted and other data evidencing the date of mailing of the notice of appeal (or the date of receipt, if the notice was otherwise delivered) and shall promptly forward such information and the original of the notice of appeal to the Office of General Counsel.

- ii. Notice of Appeal: A decision of the NSA Grant Officer made pursuant to these procedures shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, and appellant mails (certified mail, return receipt requested) or otherwise delivers to the NSA Grant Officer a written appeal addressed to the NSA Board of Grant Appeals, ATTN: C/B3, 9800 Savage Road, Fort George G. Meade, MD 20755-6623.
- iii. Rights of the Appellant and the Government: In connection with an appeal proceeding, the appellant shall be afforded an opportunity to be heard, to be represented by legal counsel, to offer evidence and testimony in support of any appeal, and to cross-examine Government witnesses and to examine documentation or exhibits offered in evidence by the Government or admitted to the appeal record (subject to the Government's right to offer its own evidence and testimony, to cross-examine the appellant's witnesses, and to examine documentation or exhibits offered in evidence by the appellant or admitted to the appeal record). The appeal shall be determined solely upon the appeal record.
- iv. Decision of the NSA Board of Grant Appeals: The decisions of the NSA Board of Grant Appeals, or their duly authorized representative for the determination of such appeal, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

- v. Questions of Law: Any question of law may be considered in connection with decisions provided for by this procedure. Nothing in the agreement or related regulations, however, shall be construed as making final the decision of any administrative official, representative, or board, or a question of law.
- vi. Delegation of Authority: The NSA General Counsel is authorized to appoint hearing examiners to hear and decide appeals from final dispute determinations under these procedures.

### 37. DISPUTES

- a. NSA Grant Officer's Final Decision: Any disputes under this Agreement shall be decided at the request of the appellant or Grantee by the NSA Grant Officer. Each final decision shall adequately notify the appellant or Grantee in writing (with proof of delivery) that the decision is a final decision which shall become final and conclusive unless timely appealed.

An Agency official who receives a notice of appeal from final decision shall preserve the envelope in which the appeal was transmitted and other data evidencing the date of mailing of the notice of appeal (or the date of receipt, if the notice was otherwise delivered) and shall promptly forward such information and the original of the notice of appeal to the Office of General Counsel.

- b. Notice of Appeal: A decision of the NSA Grant Officer made pursuant to these procedures shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, and appellant mails (certified mail, return receipt requested) or otherwise delivers to the NSA Grant Officer a written appeal addressed to the NSA Board of Grant Appeals, ATTN: C/B3, 9800 Savage Road, Fort George G. Meade, MD 20755-6623.
- c. Rights of the Appellant and the Government: In connection with an appeal proceeding, the appellant shall be afforded an opportunity to be heard, to be represented by legal counsel, to offer evidence and testimony in support of any appeal, and to cross-examine Government witnesses and to examine documentation or exhibits offered in evidence by the Government or admitted to the appeal record (subject to the Government's right to offer its own evidence and testimony, to cross-examine the appellant's witnesses, and to examine documentation or exhibits offered in evidence by the appellant or admitted to the appeal record). The appeal shall be determined solely upon the appeal record.
- d. Decision of the NSA Board of Grant Appeals: The decisions of the NSA Board of Grant Appeals, or their duly authorized representative for the determination of such appeal, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.
- e. Questions of Law: Any question of law may be considered in connection with decisions provided for by this procedure. Nothing in the agreement or related regulations, however, shall be construed as making final the decision of any administrative official, representative, or board, or a question of law.
- f. Delegation of Authority: The NSA General Counsel is authorized to appoint hearing examiners to hear and decide appeals from final dispute determinations under these procedures.

### **38. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARANCY ACT OF 2006**

Grantees are required to comply with the regulations implementing the Federal Funding Accountability and Transparency Act, Pub. L. 109-282. These requirements are found in 2 CFR Part 170.

### **39. ASSURANCES AND CERTIFICATIONS**

- a. The Grantee hereby assures and certifies that it is in compliance with and will comply in the course of this Agreement with all applicable Federal laws, regulations, executive orders, and CFRs, and that:
  - i. It possesses legal authority to enter into this Agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the acceptance of this Agreement including all understanding and assurances contained herein and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the Agreement and to provide such additional information as may be required.
  - ii. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and that in accordance with Title VI of the Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity for which the Grantee received Federal financial assistance.
  - iii. It will give NSA or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement.
  - iv. It will comply with all requirements imposed by NSA concerning special requirements of law, program requirements, security and other administrative requirements.
  - v. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency (EPA) List of Violating Facilities and if the Agreement amount exceeds \$100,000 the Grantee will comply with the following: (a) Clean Air Act (42 U.S.C. 1857) as amended, (b) The Federal Water Pollution Control Act (33 U.S.C. 1251) as amended, and (c) Executive Order No. 11738.

### **40. OTHER NATIONAL POLICY REQUIREMENTS**

- a. Debarment and Suspension. Grantee must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and sub-awards that are implemented in PROC Articles I through III and SUB Article II.
- b. Drug-free Workplace. Grantee must comply with drug-free workplace requirements in Subpart

B of 2 CFR part 26, which is the DoD implementation of 41 U.S.C. chapter 81, "Drug-Free Workplace."

c. Lobbying.

- i. Grantee must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
- ii. Grantee must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
- iii. If the Grantee is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), the Grantee may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If NSA determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

d. Hatch Act. If applicable, Grantee must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

e. Fly America Act. Grantee must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require that U.S. Government financed international air travel and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost sharing arrangement with a U.S. carrier, if such service is available.

f. Use of United States-flag Vessels. Grantee must comply with the following requirements of the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- i. Pursuant to Pub. L. 83-664 (46 U.S.C. 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

g. Research Misconduct. You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, "Research Integrity and Misconduct." The Instruction implements the Government wide research misconduct policy that the Office of Science and Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000, available through the U.S. Government Printing Office web site: <http://www.gpo.gov/fdsys/browse/collection.action?Code=FR>).

h. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).

i. As a condition for receiving funds available to the DoD under this award, Grantee 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 (ROTC)—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 subelement 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.

ii. If Grantee 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 award, NSA:

- (a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and
- (b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

41. Whistleblower protections. Grantee must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and
- b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute.