

U. S. ARMY MEDICAL RESEARCH ACQUISITION ACTIVITY
GENERAL TERMS AND CONDITIONS FOR ASSISTANCE AWARDS
TABLE OF CONTENTS

1 May 2008

1. RECIPIENT RESPONSIBILITY (DEC 2001) (USAMRAA)
2. ADMINISTRATION AND COST PRINCIPLES (May 2008) (USAMRAA)
3. AWARD MODIFICATION (NOV 2000) (USAMRAA)
4. APPROVALS AND OTHER AUTHORIZATIONS (May 2008) (USAMRAA)
5. PUBLICATION AND ACKNOWLEDGMENT (NOV 2000) (USAMRAA)
6. SUSPENSION AND TERMINATION (NOV 2000) (USAMRAA)
7. AWARD CLOSE OUT WITH ADVANCE PAYMENTS (May 2008) (USAMRAA)
8. AWARD CLOSE OUT WITH COST REIMBURSEMENT PAYMENTS (May 2008) (USAMRAA)
9. SITE VISITS (NOV 2000) (USAMRAA)
10. TITLE TO PROPERTY ACQUIRED WITH FEDERAL FUNDS (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)
11. TITLE TO REAL PROPERTY AND EQUIPMENT (FOR-PROFIT) (NOV 2000) (USAMRAA)
12. FEDERALLY OWNED PROPERTY (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)
13. FEDERALLY OWNED PROPERTY (FOR-PROFIT) (NOV 2000) (USAMRAA)
14. INTANGIBLE PROPERTY (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)
15. INTELLECTUAL PROPERTY (FOR-PROFIT) (NOV 2000) (USAMRAA)
16. PATENTS AND INVENTIONS (May 2008) (USAMRAA)
17. DISPUTES (May 2008) (USAMRAA)
18. Trafficking Victims Protection Act (May 2008) (USAMRAA)

1. RECIPIENT RESPONSIBILITY (DEC 2001) (USAMRAA)

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

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

c. The recipient shall obtain the Grants Officer's prior approval to change the Principal Investigator, or to continue the research work during a continuous period of absence in excess of three (3) months, or a 25% reduction in time devoted to the project by the approved Principal Investigator.

d. The recipient shall obtain the Grants Officer's prior approval to change:

- (1) the methodology or experiment when such is stated in the award as a specific objective;
- (2) the stated objective of the research effort;
- (3) the phenomenon or phenomena under study; or
- (4) the approved research protocols.

e. The recipient shall also submit proposed changes to the protocol or consent form (including changes to the Principal Investigator) to both the local IRB and the U.S. Army Surgeon General's Human Subjects Research Review Board (HSRRB) for review and approval if this award includes the provision for the Use of Human Subjects.

2. ADMINISTRATION AND COST PRINCIPLES (May 2008) (USAMRAA)

The following Administrative and Cost Principles, as applicable, effective the earlier of (i) the start date of this award or (ii) the date on which the recipient incurs costs to be assessed against the award, are incorporated as part of this award by reference:

- a. CFR, Title 2, Part 220, "Cost Principles for Educational Institutions." This was previously in OMB Circular A-21.
- b. CFR, Title 2, Part 225, "Cost Principles for State, Local and Indian Tribal Governments." This was previously in OMB Circular A-87.
- c. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments."
- d. CFR, Title 2, Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." This was previously in OMB Circular A-110.
- e. CFR, Title 2, Part 230, "Cost Principles for Non-profit Organizations." {For those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122, Subpart 31.2 of the Federal Acquisition Regulations (FAR 48 CFR Subpart 31.2) shall apply}. This was previously in A-122.
- f. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- g. Federal Acquisition Regulation, Part 31.2 for Commercial Organizations.
- h. Department of Defense Grant and Agreement Regulations 3210.6-R,

Parts 32, 33 and 34.

These publications may be obtained from:

Office of Management and Budget
EOP Publications Office
New Executive Office Building
725 17th Street, NW, Room 2200
Washington DC 20503 Telephone: (202) 395-7332

These publications may be viewed at:

Website: <http://www.whitehouse.gov/omb/>

3. AWARD MODIFICATION (NOV 2000) (USAMRAA)

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

4. APPROVALS AND OTHER AUTHORIZATIONS (May 2008) (USAMRAA)

a. Prior approvals. All prior approvals required by the Code of Federal Regulations (CFR) Title 2, Parts 215, 220, 225, 230, and OMB Circulars A-102, and A-133 are waived except the following:

(1) Change in the scope or objectives of the research project as required by paragraph 1 of these terms and conditions entitled "Recipient Responsibility."

(2) Any request for additional Federal funding.

(3) Change in key personnel as required by paragraph 1 of these terms and conditions entitled "Recipient Responsibility."

(4) Exclusive of supplies, material, equipment or general support services, the award of a subaward to accomplish substantial programmatic work required in the agreement to be performed by the prime recipient.

(5) Unless identified in the budget that is incorporated as a part of the award, expenditures for individual items of general-purpose equipment and specific purpose equipment costing \$5,000 or more.

(6) Unless identified in the proposal that is incorporated as part of the award, expenditure for foreign travel.

b. Preaward Costs. The recipient may incur preaward costs of up to 90 calendar days prior to the start date of the award agreement in accordance with the DODGAR §32.25(d)(2)(i). Preaward costs as incurred by the recipient must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles. Preaward costs are made at the recipient's risk. The incurring of preaward costs by the recipient does not impose any obligation on the Government in the absence of appropriations, if an award is not subsequently made, or if an award is made for a lesser amount than the recipient expected.

c. Change in Performance Period. The recipient may make a one-time "no cost" extension to the expiration date of the award for a period up to 12 months in accordance with the DODGAR §32.25(d)(3)(ii). The recipient shall notify the Grants Officer, in writing, at least 10 calendar days prior to the expiration date of the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances and the recipient must be in compliance with the terms and conditions.

d. Unobligated Balances. In the absence of any specific notice to the contrary, the recipient is authorized to carry forward, unobligated balances to subsequent funding periods of the award agreement.

5. PUBLICATION AND ACKNOWLEDGMENT (NOV 2000) (USAMRAA)

a. Publication. The recipient is encouraged to publish results of the research, unless classified, in appropriate journals. One copy of each paper planned for publication shall be submitted to the technical representative simultaneously with its submission for publication. Copies of all publications resulting from the research shall be forwarded to the Grants Officer as they become available, even though publication may in fact occur subsequent to the termination date of this award.

b. Acknowledgment. The recipient agrees that in the release of information relating to this award such release shall include statements to the effect that the project or effort depicted was sponsored by the Department of the Army and shall include:

(i) The Award Number;

(ii) "The U.S. Army Medical Research Acquisition Activity, 820 Chandler Street, Fort Detrick MD 21702-5014 is the awarding and administering acquisition office." and;

(iii) A statement that the content of the information does not necessarily reflect the position or the policy of the Government, and no official endorsement should be inferred. For purposes of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, etc.

c. Prior to release to the public, the recipient shall notify the Grants Officer and the Grants Officer's Representative (GOR) of the following: planned news releases, planned publicity, advertising material concerning grant/cooperative agreement work, and planned presentations to scientific meetings. This provision is not intended to restrict dissemination of research information; the purpose is to inform the U.S. Army Medical Research and Materiel Command (USAMRMC) of planned public release of information on USAMRMC-funded research, in order to adequately respond to inquiries and to be alert to the possibility of inadvertent release of information which could be taken out of context.

d. If the research involves the use of laboratory animals, the recipient must include the following statement in any publication resulting from the research: "Research was conducted in compliance with the Animal Welfare Act Regulations and other Federal statutes relating to animals and experiments involving animals and adheres to the principles set forth in the Guide for Care and Use of Laboratory Animals, National Research Council, 1996."

6. SUSPENSION AND TERMINATION (NOV 2000) (USAMRAA)

a. The Grants Officer may terminate or suspend in whole or in part, this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement, if the recipient materially changes the objective of the agreement, or if appropriated funds are not available to support the program. However, the Grants Officer may immediately suspend or terminate the award without prior notice when such action is necessary to protect the interests of the Government.

b. Additionally, this agreement may be terminated by either party upon written notice to the other party, based upon a reasonable determination that the project will not produce beneficial results commensurate with the expenditure of resources. Such written notice shall be preceded by consultation between the parties. In the event of a termination, the Government shall have a

paid-up license in any subject invention, copyright work, data or technical data made or developed under this agreement.

c. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of the Grants Officer, the recipient could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the award and the applicable Federal cost principles. In no event will the total of payments under a terminated award exceed the amount obligated in this award.

7. AWARD CLOSE OUT WITH ADVANCE PAYMENTS (May 2008) (USAMRAA)

a. The recipient shall submit an original SF 272, Federal Cash Transactions Report (form available on web site <http://www.usamraa.army.mil>) within 30 calendar days following the end of the final quarter.

b. The following documents shall be submitted within 30 calendar days following the research ending date:

(1) Final Technical Report, as listed in the USAMRAA Specific Terms and Conditions.

(2) Patent Report (DD Form 882, Report of Inventions and Subcontracts) submit as specified in Paragraph 16. (DD Form 882 can be located on web site <http://www.usamraa.army.mil>.)

(3) Cumulative listing of only the nonexpendable personal property acquired with award funds **for which title has not been vested to your institution.** (This may be submitted on your institution's letterhead.)

(4) Volunteer Registry Data Sheet, USAMRDC Form 60-R (available on The Human Research Protection Office (HRPO) website: <https://mrmc-www.army.mil/rodorphrpo.asp>). The Principal Investigator shall be directed to complete a form for each subject enrolled in this study and forwarded in accordance with the clause entitled "Use of Human Subjects."

c. In the event a final audit has not been performed prior to the closeout of the award, the sponsoring agency will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

d. **The recipient shall promptly refund any unspent balances of funds the DoD Component has advanced or paid that is not authorized to be retained by the recipient. Please make check payable to: U.S. Treasury and return it to:**

**USAMRAA,
Attn: MCMR-AAA-S,
Award#,
820 Chandler Street,
Fort Detrick, Maryland 21702**

8. AWARD CLOSE OUT WITH COST REIMBURSEMENT PAYMENTS (May 2008) (USAMRAA)

a. The recipient shall submit a final SF 270, Request for Advance or Reimbursement (form available on web site <http://www.usamraa.army.mil>), within 30 calendar days following the end of the final quarter.

b. The following documents shall be submitted within 30 calendar days following the research ending date:

(1) Final Technical Report, as listed in the USAMRAA Specific Terms and Conditions.

(2) Patent Report (DD Form 882, Report of Inventions and Subcontracts) submit as specified in Paragraph 16. (DD Form 882 can be located on web site <http://www.usamraa.army.mil>.)

(3) Cumulative listing of only the nonexpendable personal property acquired with award funds **for which title has not been vested to your institution.** (This may be submitted on your institution's letterhead.)

(4) Volunteer Registry Data Sheet, USAMRDC Form 60-R (form available on the Human Research Protection Office (HRPO) website: <https://mrmc-www.army.mil/rodorphrpo.asp>). The Principal Investigator shall complete a form for each subject enrolled in this study and forwarded in accordance with the clause entitled "Use of Human Subjects."

c. In the event a final audit has not been performed prior to the closeout of the award, the sponsoring agency will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

9. SITE VISITS (NOV 2000) (USAMRAA)

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

10. TITLE TO PROPERTY ACQUIRED WITH FEDERAL FUNDS (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)

a. Unless otherwise specified in the Award Schedule, title to all items of tangible personal property acquired with Federal funds under this award shall vest in the recipient upon acquisition without further obligation to the Federal Government.

b. Real property acquired in whole or in part with Federal funds shall be governed by the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 32.32.

11. TITLE TO REAL PROPERTY AND EQUIPMENT (FOR-PROFIT) (NOV 2000) (USAMRAA)

Real property and equipment acquired in whole or in part with Federal funds shall be governed by the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 34.21.

12. FEDERALLY OWNED PROPERTY (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)

Title to Federally owned property remains vested in the Federal Government, and is subject to the requirements of the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 32.33.

13. FEDERALLY OWNED PROPERTY (FOR-PROFIT) (NOV 2000) (USAMRAA)

Title to Federally owned property remains vested in the Federal Government, and is subject to the requirements of the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 34.22.

14. INTANGIBLE PROPERTY (EDUCATIONAL AND NON-PROFIT) (NOV 2000) (USAMRAA)

Rights in technical data, patents, inventions, and computer software under this award shall be as specified in the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 32.36.

15. INTELLECTUAL PROPERTY (FOR-PROFIT) (NOV 2000) (USAMRAA)

Rights in technical data, patents, inventions, and computer software under this award shall be as specified in the DOD Grant and Agreement Regulations 3210.6-R, Paragraph 34.25.

16. PATENTS AND INVENTIONS (May 2008) (USAMRAA)

a. The recipient shall use the Interagency Edison through the National Institutes of Health Commons (<http://www.iedison.gov>) for filing of Patent Application and Invention Disclosure. Negative reports are required and shall be submitted on a DD Form 882 to the Grants Officer. DD Form 882 can be located on web site [http://www.usamraa.army.mil/.](http://www.usamraa.army.mil/))

b. Invention reports are due annually and at the end of the period of the award. Annual reports are due 30 calendar days after the anniversary date of the award and final reports are due 30 calendar days after the expiration of the award. The award will NOT be closed out until all invention reporting requirements are met.

17. DISPUTES (May 2008) (USAMRAA)

Disagreements regarding issues concerning assistance agreements between the recipient and the Grants Officer shall, to the maximum extent possible, be resolved by negotiation and mutual agreement at the Grants Officer level. If agreement cannot be reached, it is our policy to use Alternative Dispute Resolution (ADR) procedures that may either be agreed upon by the Government and the recipient in advance of the award or may be agreed upon at the time the parties determine to use ADR procedures. If the parties cannot agree on the use of ADR procedures, the recipient can submit, in writing, a disputed claim or issue to the Grants Officer. The Grants Officer will consider the claim or disputed issue and prepare a written decision within 60 calendar days of receipt. The Grants Officer's decision will be final. The recipient may appeal the decision within 90 calendar days after receipt of such notification. Appeals will be resolved by the Head of the Contracting Activity. The decision by the Head of the Contracting Activity will be final and not subject to further administrative appeal. However, the recipient does not waive any legal remedy, such as formal claims, under Title 28 United State Code 1491, by agreeing to this provision.

18. TRAFFICKING VICTIMS PROTECTION ACT (May 2008) (USAMRAA)

Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that award is in effect: or

iii. 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--

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--

- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process

for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1125.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term;

or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

- i. Associated with performance under this award;
- ii. Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1125.

c. Provision applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2. 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.

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

d. Definitions. For the purpose of this award term:

- 1. "Employee means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

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

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).