

STATE OF ALASKA

OFFICE OF THE GOVERNOR

OFFICE OF MANAGEMENT AND BUDGET

SEAN PARNELL, GOVERNOR

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September 21, 2009

The Honorable Kevin Meyer
Chairman
Legislative Budget and Audit Committee
State Capitol, Room 101
Juneau, AK 99801-1182

Dear Chairman Meyer:

Please accept the following revision to Legislative Revised Programs (RPLs) for consideration at the September 28, 2009, Legislative Budget and Audit Committee meeting. The University request, RPL#45-0-1134 for American Recovery and Reinvestment Act of 2009 (ARRA) research grants, is increased from \$2,849,782 to \$5,392,668 for additional grants received subsequent to my September 16th submittal.

RPL#	Agency	Program
45-0-1134	University of Alaska	Authority Needed for ARRA Grants Funding - multiple grants \$[2,849,782] <u>5,392,668</u> ARRA funds - CIP

If you have any questions regarding this RPL, please call or email the agency contact.

Sincerely,



Karen J. Rehfeld
Director

Enclosures

cc: David Teal, Legislative Finance

University of Alaska

Subject of RPL Combined request for ARRA Funding	ADN/RPL #: 45-0-1134
Amount Requested: \$2,849,782 revised \$5,392,668	Appropriation Authority: Sec. 4, Ch. 17, SLA 2009, Page 9, Lines 12-16
Funding Source: Federal Stimulus: ARRA 2009 – Capital	Statutory Authority: AS 14.40.40

PURPOSE

The requested federal stimulus receipt authority will allow the University of Alaska to accept the following awards:

NSF-through the University of Washington: Bering Sea Retrospective: Seabirds At-Sea as Indicators of Spatial Variability and Temporal Change in the amount of \$23,955 for the period 09/01/2009 through 08/31/2011, award ACR-0908262

NIH: Investigating Obesity and Chronic Disease-Related Risk Factors in Alaska Natives in the amount of \$583,071 for the period 8/31/2009 through 8/30/2011, award 16430-08S1.

NIH: Investigating Obesity and Chronic Disease-Related Risk Factors in Alaska Natives in the amount of \$957,627 for the period 9/01/2009 through 8/31/2011, award 16430-08S2.

NSF: REU Site in Marine and Coastal Ecology in Alaska in the amount of \$308,763 for the period 9/1/2009 through 8/31/2012, award DBI-0852111.

NSF: Collaborative research Understanding the role of environmental change on the long-term population dynamics of one surviving and two extinct arctic mammals in the amount of \$41,135 for the period 8/01/2009 through 7/31/2012, award ARC-0909527.

NIH: Alaska INBRE-2: Environmental Agents and Disease in the amount of \$600,000 for the period 8/29/2009 through 8/28/2011, award 16466-09S1.

NIH: Novel, subtype selective potentiators of nicotinic acetylcholine receptors in the amount of \$335,231 for the period of 9/15/2009 through 8/31/2011, award 66059-01.

HRSA: ARRA -Nursing Workforce Diversity Program in the amount of \$1,002,550 for the period of 9/01/2009 through 8/31/2012, award D1NHP-15411-01-00.

NIH: Alaska INBRE-2: Environmental Agents and Disease in the amount of \$680,194 for the period of 9/14/2009 through 9/13/2011, award 16466-09S2.

USGS: Novel ANSS Alaska Seismic Station Upgrade in the amount of \$500,484 for the period of 8/28/2009 through 9/15/2011, award G09AC00496.

NSF: Dangerous Ice: Human perspective on changing winter conditions in Alaska in the amount of \$359,658 for the period of 10/01/2009 through 9/30/2012, award ARC-0909517.

PREVIOUS LEGISLATIVE CONSIDERATION

The projects were not previously considered. They are new multi-year federal awards received after August 28, 2009 and have not been requested as part of the University's budget.

TIMING ISSUES

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, which authorized short-term federal spending designed to stimulate the American economy. Federal stimulus receipt authority was not included in the FY10 budget because ARRA funding was not available for application until February 17, 2009.

BUDGETARY ISSUES

These projects are directly aligned with the University of Alaska's long term plans and missions for the University of Alaska Fairbanks: "The University of Alaska Fairbanks, the nation's northernmost Land, Sea and Space Grant University and international research center, advances and disseminates knowledge through teaching, research and public service with an emphasis on Alaska, the circumpolar North and their diverse peoples. UAF – America's Arctic University – promotes academic excellence, student success and lifelong learning", and the University of Alaska Southeast: "The University of Alaska Southeast is an open enrollment, public university that provides postsecondary education for a diverse student body. UAS promotes student achievement and faculty scholarship, lifelong learning opportunities, and quality academic programs."

No State General Funds will be used, nor is any match required. The federal stimulus funds will be expended during the period FY10 through FY15. This request adds an additional \$5,392,668 to the University's existing federal economic stimulus authority for competitive, discretionary, and incentive grants capital project appropriation contained within Sec. 4, Ch. 17, SLA 2009.

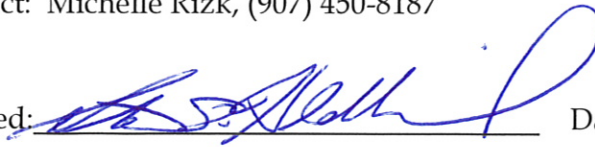
RPL# 45-0-1134

Page 3

Copies of the award documents and budgets for each project are attached.

Agency Contact: Michelle Rizk, (907) 450-8187

OMB Approved:

A handwritten signature in blue ink, appearing to be "H. S. Alth", written over a horizontal line.

Date:

September 21, 2009

ARRA Award #	Title	Agency	Campus	Amount	Start Date	End Date
ARC-0908262	Bering Sea Retrospective: Seabirds At-Sea as Indicators of Spatial Variability and Temporal Change	NSF through the U of Washington	UAF	23,955	9/1/2009	8/31/2011
16430-08S1	Investigating Obesity and Chronic Disease-Related Risk Factors in Alaska Natives	NIH	UAF	583,071	8/31/2009	8/30/2011
16430-08S2	Investigating Obesity and Chronic Disease-Related Risk Factors in Alaska Natives	NIH	UAF	957,627	9/1/2009	8/31/2011
DBI-0852111	REU Site in Marine and Coastal Ecology in Alaska	NSF	UAS	308,763	9/1/2009	8/31/2012
ARC-0909527	Collaborative research Understanding the role of environmental change on the long-term population dynamics of one surviving and two extinct arctic mammals	NSF	UAF	41,135	8/1/2009	7/31/2012
16466-09S1	Alaska INBRE-2: Environmental Agents and Disease	NIH	UAF	600,000	8/29/2009	8/28/2011
66059-01	Novel, subtype selective potentiators of nicotinic acetylcholine receptors	NIH	UAF	335,231	9/15/2009	8/31/2011
D1NHP-15411-01-00	ARRA -Nursing Workforce Diversity Program	HRSA	UAA	1,002,550	9/1/2009	8/31/2012
16466-09S2	Alaska INBRE-2: Environmental Agents and Disease	NIH	UAF	680,194	9/14/2009	9/13/2011
G09AC00496	ANSS Alaska Seismic Station Upgrade	USGS	UAF	500,484	8/28/2009	9/15/2011
ARC-0909517	Dangerous Ice: Human perspective on changing winter conditions in Alaska	NSF	UAF	359,658	10/1/2009	9/30/2012
				<u><u>5,392,668</u></u>		

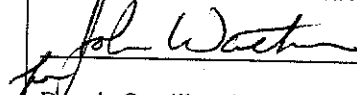
ARRA Research Subaward Agreement

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name:	University of Washington	Name:	University of Alaska, Fairbanks
Address:	Purchasing Services 3917 University Way NE Seattle, WA 98105	Address:	Office of Sponsored Programs 3352 College Rd # A Fairbanks, AK 99709
Prime Award No. ARC-0908262		Subaward No. 657596Z	
Awarding Agency NSF		CFDA No. 47.082	
Subaward Period of Performance 09/01/09-08/31/11		Amount Funded this Action \$23,955	
Project Title "Bering Sea Retrospective: Seabirds At-Sea as Indicators of Spatial Variability and Temporal Change."			
Reporting Requirements [Check here if applicable: (x) See Attachment 4]			

Terms and Conditions

- 1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): (x) as specified in Collaborator's proposal dated 11/07/08; or () as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.
- 2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, A-122 or 45 CFR Part 74, Appendix E, as applicable.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

By an Authorized Official of UNIVERSITY:


 Dennis Gawlik, Director, Purchasing
 Services

By an Authorized Official of COLLABORATOR:

Attachment 1
ARRA Research Subaward Agreement

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
ARRA Research Subaward Agreement
NSF

Certifications/Assurances

1. By signing this Research Subaward Agreement Collaborator makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtr/appc.pdf>

General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. OMB Circular A-110 or 45 CFR Part 602 as applicable.
3. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.
4. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtr/terms.pdf> > and Agency Specific Requirements found at < http://www.nsf.gov/pubs/policydocs/rtr/nsf_708.pdf >, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the University;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
5. Title to equipment that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
6. Treatment of Program Income: Contact the University's Administrative Contact in Attachment 3 for guidance and determination of method to use, consistent with the Prime Award.

Special terms and conditions:

1. Copyrights - Collaborator grants to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
2. Data Rights - Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
3. "This Subaward may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, University shall pay Collaborator for all reasonable, allocable and allowable costs incurred up to the effective date of termination, including all non-cancelable commitments, not to exceed the total amount of this Subaward. Upon receipt of notice from one party to the other party, Collaborator shall take reasonable steps to immediately reduce all costs and outstanding obligations under this Subaward."
4. The provisions of NSF 08-597, "Arctic Research Opportunities" are applicable to this Subaward and are by reference incorporated herein.

Article 1. National Science Foundation American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) Award Term

- (a) This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5). Unless otherwise specified, ARRA funding should be considered one-time funding.
- (b) Recipients must comply with standard NSF award conditions (Research Terms and Conditions or Grant General Conditions, as applicable) as well as the requirements set forth in ARRA, including, but not limited to, the reporting requirements specified in the award term entitled, "*Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5*", as well as the accompanying OMB guidance (available on the Recovery.gov website.) Failure to submit timely reports may result in NSF taking administrative action, including disallowance of costs or the suspension or termination of the award.
- (c) Recipients of ARRA funds are reminded that such funds must be separately tracked and monitored independently from any non-ARRA funding.
- (d) Recipients of ARRA funds are reminded that ARRA-related terms and conditions are required to be incorporated into any subrecipient agreements, as appropriate.
- (e) NSF will monitor ARRA funds, and, if, after 12 months, no allowable expenditures have been incurred, NSF may consider reducing or terminating the award and reallocating the funds.

(End of award term)

Article 2. Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than **five** calendar days after each calendar quarter (4/5, 7/5, 10/5, 1/5) in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(End of award term)

Article 3. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart __. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office

(End of award term)

Article 4. Protecting State and Local Government and Contractor Whistleblowers

under Section 1553 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

This article contains ARRA's statutory provisions prohibiting non-Federal employers receiving covered funds from taking actions against employees in reprisal for whistleblowing. Please note, that, pursuant to section (e), any employer receiving covered funds must post notice of the rights and remedies outlined in this award term.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) **IN GENERAL.**—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) TIME LIMITATIONS FOR ACTIONS.—

(A) **IN GENERAL.**—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

- (i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or
- (ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) **VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.**—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) **EXTENSION GRANTED BY INSPECTOR GENERAL.**—

If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) **SEMI-ANNUAL REPORT ON EXTENSIONS.**—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) **IN GENERAL.**—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the "Privacy Act"). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and (ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not

to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys' fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—

Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term "abuse of authority" means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term "covered funds" means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and (B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term "employee"—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and (B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term "non-Federal employer"—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor and (II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or (ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and (B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term "State or local government" means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or (B) the government of any political subdivision of a government listed in subparagraph (A).

(6) BOARD — The term "Board" means the Recovery Accountability and Transparency Board, which was established in section 1521 of ARRA.

(End of award term)

Article 5. ARRA Provision 1604 Regarding Limit on Funds

a. Section 1604 of the Recovery Act specifies that: "None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool."

b. In accordance with this ARRA provision, no awards may be made using ARRA funds to support any of these types of establishments and/or facilities. In addition, in the March 20, 2009 White House Memorandum, Subject: *Ensuring Responsible Spending of Recovery Act Funds*, President Obama noted that, to the extent permitted by law, agencies "shall not approve or otherwise support funding for projects that are similar to those described in section 1604 ..." The Memorandum did not elaborate on the types of projects that might be "similar" to those listed in section 1604. Thus, if an awardee plans to enter into a subaward arrangement with an establishment and/or facility that may be similar to those projects listed in section 1604, the expenditure of funds.

(End of award term)

Article 6. Referrals to the NSF Office of the Inspector General

The recipient (including any subrecipients of ARRA funds), shall promptly refer to the NSF Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(End of award term)

Attachment 3
ARRA Research Subaward Agreement

University Contacts	Collaborator Contacts
Administrative Contact Name: Michael J. Blackwell Address: Sponsored Programs Box 359472 University of Washington Seattle, WA 98195 Telephone: 206-543-4043 Fax: 206-685-1732 Email: mikeb@u.washington.edu	Administrative Contact Name: Address: Telephone: Fax: Email:
Principal Investigator Name: Dr. George Hunt Address: Aquatic and Fishery Sciences Box# 355020 UW, Seattle, WA 98195 Telephone: Email: geohunt2@u.washington.edu	Project Director Name: Dr. Kenneth Coyle Address: Telephone: Fax: Email:
Financial Contact Name: Customer Inquiries Address: Payables Administration 3917 University Way NE University of Washington Seattle, WA 98105 Telephone: 206-543-4500 Fax: 206-685-8018 Email: aphelp@u.washington.edu	Financial Contact Name: Address: Telephone: Fax: Email:
Authorized Official Name: Dennis Gawlik Address: Purchasing Services 3917 University Way NE University of Washington Seattle, WA 98105 Telephone: 206-543-5823 Fax: 206-685-3686 Email: gawlikd@u.washington.edu	Authorized Official Name: Address: Telephone: Fax: Email:

Attachment 4
ARRA Research Subaward Agreement Reporting

Definition. "Reporting" includes invoicing, financial reporting, and technical reporting.

Invoicing. Subrecipient must invoice the Prime Recipient in a timely manner as follows:
Monthly

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

Compliance with the American Recovery and Reinvestment Act. Subrecipient must comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act.

Responsibilities for Informing Sub-recipients. If Subrecipient issues subawards under this agreement, Subrecipient agrees to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

Delegation of Reporting in federalreporting.gov. Prime Recipient hereby
does NOT delegate ARRA quarterly reporting requirements to the
Subrecipient.

Subrecipient shall submit quarterly ARRA reports to the Prime Recipient as follows.

In all cases, Prime Recipient reserves the rights delineated in 2 CFR 215.53 part E, to request additional detail from the Subrecipient as needed to comply with the terms and reporting requirements of the Prime award.

Quarterly ARRA Reports to Prime Recipient

Subrecipient shall submit ARRA reports quarterly, to the Administrative Contact listed on Attachment 3, due 4/5, 7/5, 10/5, and 1/5 for the duration of the Subaward. The Quarterly ARRA Reports shall contain the following:

A. Subrecipient Type.

Subrecipient shall disclose its entity type as identified in the CCR.

B. Performance Site

Subrecipient shall identify the physical location of the primary place of performance of the Subaward, if it **differs** from the CCR.

Attachment 4
ARRA Research Subaward Agreement Reporting

(1) Street Address _____

(2) City, State, ZIP Code _____

(3) Congressional District _____

Subrecipient shall report any changes in performance site on the Quarterly ARRA Report.

C. Jobs Created and Retained

(1) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained under Recovery Act funding. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(2) An estimate of the number of jobs created and jobs retained in the United States and outlying areas. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and if known, by subrecipients. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

(3) A job cannot be reported as both created and retained.

D. Most Highly Compensated Officers

Subrecipient shall provide the names and total compensation of the five most highly compensated officers of the Subrecipient entity if the following items (1) and (2) apply.

If either item (1) or (2) does not apply, the Subrecipient's report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Subrecipient's report shall include a statement certifying this.

(1) The Subrecipient in its preceding fiscal year received—

- (a) 80 percent or more of its annual gross revenues in Federal awards; and
- (b) \$25,000,000 or more in annual gross revenues from Federal awards; and

Attachment 4

ARRA Research Subaward Agreement Reporting

(2) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].

"Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following (for more information *see* 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not taxqualified.
- (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

E. Technical Reporting.

Subrecipient will include a brief update on cumulative programmatic achievements, including significant deliverables or milestones reached, to the University.

F. Area of Benefit.

Subrecipient will note the geographical area(s) benefited by the project.

G. Vendor Numbers and Payments (if applicable)

Subrecipient must report the total number and total amount of payments to vendors less than \$25,000/award. Subrecipient shall report the vendor names and D-U-N-S numbers if available. If the D-U-N-S is not available, the Subrecipient shall report on the vendor names and zip codes of vendor headquarters.

H. Subaward Numbers and Payments to Individuals (if applicable)

Subrecipient must report the total number and amount of subawards to individuals.



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 3P20RR016430-08S1

Principal Investigator(s):
Gerald Mohatt, MS

Project Title: Investigating Obesity and Chronic Disease-Related Risk Factors of Alaska Natives

MAGGIE GRISCAVAGE
DIR, OFC OF GRANTS/CONTRACTS ADM
UNIVERSITY OF ALASKA FAIRBANKS
PO BOX 757880
FAIRBANKS, AK 997757880

Award e-mailed to: fygrcon@uaf.edu

Budget Period: 08/31/2009 – 08/30/2011

Project Period: 08/31/2009 – 08/30/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$583,071 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ALASKA FAIRBANKS in support of the above referenced project. This award is pursuant to the authority of 42 USC 299a 42 CFR 67, PL 101-239 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number P20RR016430 from the National Center For Research Resources. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Center For Research Resources or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors,

or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Quadira R. Huff
Grants Management Officer
NATIONAL CENTER FOR RESEARCH RESOURCES

Additional information follows

SECTION I – AWARD DATA – 3P20RR016430-08S1**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$234,335
Fringe Benefits	\$71,293
Personnel Costs (Subtotal)	\$305,628
Supplies	\$2,000
Travel Costs	\$82,327
Other Costs	\$11,886

Federal Direct Costs	\$401,841
Federal F&A Costs	\$181,230
Approved Budget	\$583,071
Federal Share	\$583,071
TOTAL FEDERAL AWARD AMOUNT	\$583,071

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$583,071
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Fiscal Information:

CFDA Number:	93.701
EIN:	1926000147A1
Document Number:	PRR016430Z
Fiscal Year:	2009

IC	CAN	2009
RR	8485246	\$583,071

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: RII01 / OC: 414C / Processed: HUFFQR 08/28/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 3P20RR016430-08S1

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 3P20RR016430-08S1

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

ARRA TERM OF AWARD: This award provides additional funding for 5P20RR016430-08. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf. Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to

this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part8.htm#_Toc54600151.

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice [NOT-OD-07-078](#) for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: deascentralized@od.nih.gov

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS
Central Closeout Center
6705 Rockledge Drive, Room 2207
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)
Bethesda, MD 20817 (for other courier/express mail delivery only)

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part5.htm#_Toc54600090).
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly to the assigned Grants Management Specialist.

Treatment of Program Income: Additional Costs

SECTION IV – RR Special Terms and Conditions – 3P20RR016430-08S1

This award is issued in response to the NIH Funding Opportunity Announcement NOT-OD-09-056, Recovery Act Funds for Administrative Supplements: NCCR ARRA Funding for Administrative Supplements for Research Workforce Development and Dissemination.

Funds provided in this supplement are restricted for the purposes outlined in the grantee's application dated 05/18/2009 and may not be expended for any other purpose without the written prior approval of the National Center for Research Resources.

In accordance with the Notice: NOT-OD-02-017 entitled, "GRADUATE STUDENT COMPENSATION" published on December 10, 2001, in the NIH Guide for Grants and Contracts, total direct costs (salary, fringe benefits and tuition remission) for graduate students are provided at a level not to exceed the NIH maximum allowable amount (zero level of the Ruth L. Kirschstein National Research Service Award stipend in effect at the time of the competing award). Support recommended for future years has been adjusted accordingly, if applicable. The full guide Notice describing the level of compensation allowed for a graduate student can be found at: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-02-017.html>.

This award does not include funds for the support of lodging as requested in the application. In accordance with OMB Circular A-21, these costs are considered unallowable as direct costs, but, if appropriate, may be charged to the project as F&A costs.

This supplemental award is being funded for a two-year budget and project period. It is expected that the grantee will expend funds at the following levels as indicated in the requested/adjusted budget:

Year 1 = \$288,061 Total Costs (\$198,526 direct costs + \$89,535 F&A costs).
Year 2 = \$295,010 Total Costs (\$203,315 direct costs + \$91,695 F&A costs).

If the grantee plans to issue a press release concerning the award of the grant or the outcome of NCCR grant-supported research, it should notify the NCCR Office of Communications at 301-435-0888 in advance to allow for coordination.

The NCCR WWW home page is at <http://www.ncrr.nih.gov>.

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an

Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Sheryl P. Lane

Email: lanesh@mail.nih.gov **Phone:** (301) 435-0846 **Fax:** (301) 480-3777

Program Official: Michael Sayre

Email: sayrem@mail.nih.gov **Phone:** 301 435-0962 **Fax:** 301 480-3770

SPREADSHEET SUMMARY

GRANT NUMBER: 3P20RR016430-08S1

INSTITUTION: UNIVERSITY OF ALASKA FAIRBANKS

Budget	Year 8	Year 9	Year 10
Salaries and Wages	\$234,335		
Fringe Benefits	\$71,293		
Personnel Costs (Subtotal)	\$305,628		
Supplies	\$2,000		
Travel Costs	\$82,327		
Other Costs	\$11,886		
TOTAL FEDERAL DC	\$401,841		
TOTAL FEDERAL F&A	\$181,230		
TOTAL COST	\$583,071	\$0	\$0

Facilities and Administrative Costs	Year 8	Year 9	Year 10
F&A Cost Rate 1	45.1%		
F&A Cost Base 1	\$198,526		
F&A Costs 1	\$89,535		
F&A Cost Rate 2	45.1%		
F&A Cost Base 2	\$203,315		
F&A Costs 2	\$91,695		



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 3P20RR016430-08S2

Principal Investigator(s):
Gerald Mohatt, MS

Project Title: Investigating Obesity and Chronic Disease-Related Risk Factors of Alaska Natives

MAGGIE GRISCAVAGE
DIR, OFC OF GRANTS/CONTRACTS ADM
UNIVERSITY OF ALASKA FAIRBANKS
PO BOX 757880
FAIRBANKS, AK 997757880

Award e-mailed to: fygrcon@uaf.edu

Budget Period: 09/01/2009 – 08/31/2011

Project Period: 09/01/2009 – 08/31/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$957,627 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ALASKA FAIRBANKS in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number P20RR016430 from the National Center For Research Resources. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Center For Research Resources or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors,

or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Quadira R. Huff
Grants Management Officer
NATIONAL CENTER FOR RESEARCH RESOURCES

Additional information follows

SECTION I – AWARD DATA – 3P20RR016430-08S2**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$197,577
Fringe Benefits	\$75,555
Personnel Costs (Subtotal)	\$273,132
Supplies	\$1,000
Travel Costs	\$54,590
Other Costs	\$2,300
Consortium/Contractual Cost	\$466,040

Federal Direct Costs	\$797,062
Federal F&A Costs	\$160,565
Approved Budget	\$957,627
Federal Share	\$957,627
TOTAL FEDERAL AWARD AMOUNT	\$957,627

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$957,627
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Fiscal Information:

CFDA Number:	93.701
EIN:	1926000147A1
Document Number:	PRR016430Z
Fiscal Year:	2009

IC	CAN	2009
RR	8485254	\$957,627

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: RII01 / OC: 414C / Processed: HUFFQR 08/31/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 3P20RR016430-08S2

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 3P20RR016430-08S2

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

ARRA TERM OF AWARD: This award provides additional funding for 5P20RR016430-08. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf. Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to

this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part8.htm#_Toc54600151.

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice [NOT-OD-07-078](#) for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: deascentralized@od.nih.gov

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS
Central Closeout Center
6705 Rockledge Drive, Room 2207
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)
Bethesda, MD 20817 (for other courier/express mail delivery only)

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600090)
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly the assigned Grants Management Specialist.

Treatment of Program Income: Additional Costs

SECTION IV – RR Special Terms and Conditions – 3P20RR016430-08S2

This award is issued in response to the NIH Funding Opportunity Announcement NOT-OD-09-056, Recovery Act Funds for Administrative Supplements: NCCR ARRA Funding for Administrative Supplements to Advance Translational (T1 and T2) Research.

Funds provided in this supplement are restricted for the purposes outlined in the grantee's application dated 05/18/2009 and may not be expended for any other purpose without the written prior approval of the National Center for Research Resources.

In addition to the PI, the following individuals are named as key personnel:

Janet Johnston
Anne Lanier
Barbara Howard

Written prior approval is required if any of the individual(s) named above withdraws from the project entirely, is absent from the project during any continuous period of 3 months or more, or reduces time devoted to the project by 25 percent or more from the level that was approved at the time of award.

This award includes funds awarded for consortium activity with Alaska Native Tribal Health Consortium in the amount of Year 1, \$231,076 (\$210,069 direct costs + \$21,007 facilities and administrative costs), Year 2, \$234,964 (\$213,604 direct costs + \$21,360 facilities and administrative costs). Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH GPS is available at: [http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm - _Toc54600251](http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm_-_Toc54600251).

This award does not include funds for the support of honoraria as requested in the application. In accordance with OMB Circular A-21, these costs are considered unallowable as direct costs, but, if appropriate, may be charged to the project as F&A costs.

This supplemental award is being funded for a two-year budget and project period. It is expected that the grantee will expend funds at the following levels as indicated in the requested/adjusted budget:

Year 1 = \$476,748 Total Costs (\$392,618 direct costs + \$84,130 F&A costs).
Year 2 = \$480,879 Total Costs (\$404,444 direct costs + \$76,435 F&A costs).

If the grantee plans to issue a press release concerning the award of the grant or the outcome of NCCR grant-supported research, it should notify the NCCR Office of Communications at 301-435-0888 in advance to allow for coordination.

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Sheryl P. Lane
Email: lanesh@mail.nih.gov **Phone:** (301) 435-0846 **Fax:** (301) 480-3777

Program Official: Michael Sayre
Email: sayrem@mail.nih.gov **Phone:** 301 435-0962 **Fax:** 301 480-3770

SPREADSHEET SUMMARY

GRANT NUMBER: 3P20RR016430-08S2

INSTITUTION: UNIVERSITY OF ALASKA FAIRBANKS

Budget	Year 8	Year 9	Year 10
Salaries and Wages	\$197,577		
Fringe Benefits	\$75,555		
Personnel Costs (Subtotal)	\$273,132		
Supplies	\$1,000		
Travel Costs	\$54,590		
Other Costs	\$2,300		
Consortium/Contractual Cost	\$466,040		
TOTAL FEDERAL DC	\$797,062		
TOTAL FEDERAL F&A	\$160,565		
TOTAL COST	\$957,627	\$0	\$0

Facilities and Administrative Costs	Year 8	Year 9	Year 10
F&A Cost Rate 1	45.1%		
F&A Cost Base 1	\$186,542		
F&A Costs 1	\$84,130		
F&A Cost Rate 2	45.1%		
F&A Cost Base 2	\$169,480		
F&A Costs 2	\$76,435		
F&A Cost Rate 3	0%		
F&A Cost Base 3	\$0		
F&A Costs 3	\$0		

National Science Foundation

4201 WILSON BOULEVARD, ARLINGTON, VIRGINIA 22230

Award Date:
Award No.
Proposal No.

August 25, 2009
DBI-0852111
DBI-0852111

Barbara Hyde
Director, Grants Management
University of Alaska, Juneau
11120 Glacier Highway
Juneau, AK 99801-8625

Dear Ms. Hyde:

The National Science Foundation hereby awards a grant of \$308,763 to University of Alaska, Juneau for support of the project described in the proposal referenced above as modified by revised budget dated June 16, 2009.

This project, entitled "REU Site in Marine and Coastal Ecology in Alaska," is under the direction of Elizabeth A. Mathews, Matthew J. Heavner.

This award is effective September 1 , 2009 and expires August 31, 2012.

This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) and is subject to the ARRA Terms and Conditions, dated May, 2009, available on the NSF website at:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=arra0509

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is also subject to Research Terms and Conditions (RTC, dated July 2008) and NSF RTC Agency Specific Requirements (dated January 2009) available at <http://www.nsf.gov/awards/managing/rtc.jsp> and the following terms and conditions:

Funds provided for participant support may not be diverted by the awardee to other categories of expense without the prior written approval of the cognizant NSF Program Officer. Since participant support cost is not a normal account classification, the awardee organization must be able to separately identify participant support costs. It is highly recommended that separate accounts, sub-accounts, sub-task, or sub-ledgers be established to accumulate these costs. The awardee should have written policies and procedures to segregate participant support costs.

As a condition of this award, the grantee agrees to provide cost sharing as specified in the referenced proposal, as amended, in the amount of \$80,254. No Federal funds may be used to meet the grantee's cost sharing obligation for this project.

Funds provided by this award include support for "Research Experiences for Undergraduates" in accordance with the NSF program announcement 07-569.

The attached budget indicates the amounts, by categories, on which NSF has based its support.

Please view the project reporting requirements for this award at the following web address

[<https://www.fastlane.nsf.gov/researchadmin/prsLoginHome.do?awdID=0852111>].

The cognizant NSF program official for this grant is Alan H. Savitzky, (703) 292-8470.

The cognizant NSF grants official contact is Tarsha Johnson, (703) 292-4801.

Sincerely,

Vanessa L. Richardson
Grants and Agreements Officer

CFDA No. 47.082
barbara.hyde@uas.alaska.edu

□

DBI-0852111
000

SUMMARY PROPOSAL BUDGET

Award No. 0852111

Person MOS				Funds granted
	cal	acad	sumr	By NSF
A. (1.00) Total Senior personnel	0.00	0.00	3.00	\$21,294
B. Other Personnel				
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0
2. (0.00) Other professionals	0.00	0.00	0.00	\$0
3. (0.00) Graduate students				\$0
4. (0.00) Secretarial-clerical				\$0
5. (0.00) Undergraduate students				\$0
6. (0.00) Other				\$0
Total salaries and wages (A+B)				\$21,294
C. Fringe benefits (if charged as direct cost)				\$6,836
Total salaries wages and fringes (A+B+C)				\$28,130
D. Total permanent equipment				\$0
E. Travel				
1. Domestic				\$7,904
2. Foreign				\$0
F. Total participant support costs				\$232,979
G. Other direct costs				
1. Materials and supplies				\$0
2. Publication costs/page charges				\$0
3. Consultant services				\$0
4. Computer (ADPE) services				\$0
5. Subcontracts				\$0
6. Other				\$6,000
Total other direct costs				\$6,000
H. Total direct costs (A through G)				\$275,013
I. Total indirect costs				\$33,750
J. Total direct and indirect costs (H+I)				\$308,763
K. Residual funds / Small business fee				
1. Residual funds (if for further support of current projects AAG I.D.2 and I.D.3)				\$0
2. Small business fee				\$0
L. Amount of this request (J) or (J-K1+K2)				\$308,763
M. Cost sharing				\$0

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National Science Foundation
4201 WILSON BOULEVARD, ARLINGTON, VIRGINIA 22230

Award Date:
Award No.
Proposal No.

July 24, 2009
ARC-0909527
ARC-0909527

Ms. Maggie Griscavage
Director, Grant and Contract Services
University of Alaska Fairbanks
109 ASC
P.O. Box 757880
Fairbanks, AK 99775-7880

Dear Ms. Griscavage:

The National Science Foundation hereby awards a grant of \$41,135 to University of Alaska Fairbanks for support of the project described in the proposal referenced above as modified by revised budget dated June 11, 2008.

This project, entitled "Collaborative research: Understanding the role of environmental change on the long-term population dynamics of one surviving and two extinct arctic mammals," is under the direction of Matthew J. Wooller, in collaboration with, Beth Shapiro, The Pennsylvania State University and Robert K. Wayne, University of California, Los Angeles.

This award is effective August 1, 2009 and expires July 31, 2012.

This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) and is subject to the ARRA Terms and Conditions, dated May, 2009, available on the NSF website at:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=arra0509

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is also subject to Research Terms and Conditions (RTC, dated July 2008) and the NSF RTC Agency-Specific Requirements (dated January 2009) are available at <http://www.nsf.gov/awards/managing/rtc.jsp>. This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots. and the following terms and conditions:

The provisions of NSF 08-597, "Arctic Research Opportunities" are applicable to this award.

The Director of the Office of Polar Programs has established Guidelines and Award Conditions for OPP Scientific Data effective in FY-99. The full document is available on the OPP webpages at:
(<http://www.nsf.gov/pubs/1999/opp991/opp991.txt>).

Principal Investigators of OPP awards should make their data available to all reasonable requests. Where applicable, the Principal Investigators should submit the data collected to designated data centers as soon as possible, but no later than two (2) years after the data are collected. For continuing observations, data inventories should be submitted periodically if and when there is a significant change in location, type or frequency of such observations.

Principal Investigators of OPP-funded awards are REQUIRED to submit to appropriate electronic data directories, a description of their data (i.e., metadata) resulting from OPP-funded research in the form of a Directory Interchange Format (DIF) entry. Submission of the DIF may be at any time during the tenure of the grant. At the time of submission of the Final Report to NSF, a copy of the DIF must be sent to the cognizant program official in OPP.

For OPP-supported Antarctic projects, DIF submission should be to the Antarctic

Master Directory, via the USAP Data Coordination Center
(<http://www.usap-data.org/>). For OPP-supported Arctic projects, DIF submission
should be to the Arctic System Science Data Coordination Center at
<http://arcss.colorado.edu>.

The attached budget indicates the amounts, by categories, on which NSF has
based its support.

Please view the project reporting requirements for this award at the following
web address
[<https://www.fastlane.nsf.gov/researchadmin/prsLoginHome.do?awdID=0909527>].

The cognizant NSF program official for this grant is Neil R. Swanberg, (703)
292-8029.

The cognizant NSF grants official contact is Maria Valerio, (703) 292-4832.

Sincerely,

Jamie H. French
Grants and Agreements Officer

CFDA No. 47.082
fygrcon@uaf.edu

ARC-0909527
000

SUMMARY PROPOSAL BUDGET

Award No. 0909527

Person MOS	cal	acad	sumr	Funds granted By NSF
A. (1.00) Total Senior personnel	0.80	0.00	0.00	\$7,090
B. Other Personnel				
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0
2. (3.00) Other professionals	1.80	0.00	0.00	\$8,731
3. (0.00) Graduate students				\$0
4. (0.00) Secretarial-clerical				\$0
5. (0.00) Undergraduate students				\$0
6. (0.00) Other				\$0
Total salaries and wages (A+B)				\$15,821
C. Fringe benefits (if charged as direct cost)				\$6,528
Total salaries wages and fringes (A+B+C)				\$22,349
D. Total permanent equipment				\$0
E. Travel				
1. Domestic				\$0
2. Foreign				\$0
F. Total participant support costs				\$0
G. Other direct costs				
1. Materials and supplies				\$0
2. Publication costs/page charges				\$0
3. Consultant services				\$0
4. Computer (ADPE) services				\$0
5. Subcontracts				\$0
6. Other				\$6,000
Total other direct costs				\$6,000
H. Total direct costs (A through G)				\$28,349
I. Total indirect costs				\$12,786
J. Total direct and indirect costs (H+I)				\$41,135
K. Residual funds / Small business fee				
1. Residual funds (if for further support of current projects GPM 252 and 253)				\$0

2. Small business fee
L. Amount of this request (J) or (J-K1+K2)
M. Cost sharing

\$0
\$41,135
\$0

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THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 3P20RR016466-09S1

Principal Investigator(s):
GEORGE M HAPP, PHD

Project Title: Alaska INBRE-2: Environmental Agents and Disease

MAGGIE GRISCAVAGE
DIRECTOR
UNIVERSITY OF ALASKA, FAIRBANKS
OFC OF GRANTS & CONTRACTS ADMIN
PO BOX 757880
FAIRBANKS, AK 997757880

Award e-mailed to: fygrcon@uaf.edu

Budget Period: 08/29/2009 – 08/28/2011

Project Period: 08/29/2009 – 08/28/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$600,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ALASKA FAIRBANKS in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR PART 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number P20RR016466 from the National Center For Research Resources. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Center For Research Resources or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors,

or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Irene Grissom
Grants Management Officer
NATIONAL CENTER FOR RESEARCH RESOURCES

Additional information follows

SECTION I – AWARD DATA – 3P20RR016466-09S1**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$254,020
Fringe Benefits	\$11,727
Personnel Costs (Subtotal)	\$265,747
Supplies	\$3,500
Travel Costs	\$2,000
Other Costs	\$206,421

Federal Direct Costs	\$477,668
Federal F&A Costs	\$122,332
Approved Budget	\$600,000
Federal Share	\$600,000
TOTAL FEDERAL AWARD AMOUNT	\$600,000

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$600,000
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Fiscal Information:

CFDA Number:	93.701
EIN:	1926000147A1
Document Number:	PRR016466Z
Fiscal Year:	2009

IC	CAN	2009
RR	8485246	\$600,000

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: RII / OC: 414C / Processed: GRISSOMI 08/28/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 3P20RR016466-09S1

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 3P20RR016466-09S1

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

ARRA TERM OF AWARD: This award provides additional funding for 2P20RR016466-09. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf. Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to

this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part8.htm#_Toc54600151.

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice [NOT-OD-07-078](#) for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: deascentralized@od.nih.gov

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS
Central Closeout Center
6705 Rockledge Drive, Room 2207
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)
Bethesda, MD 20817 (for other courier/express mail delivery only)

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600090)
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly to the assigned Grants Management Specialist.

Treatment of Program Income: Additional Costs

SECTION IV – RR Special Terms and Conditions – 3P20RR016466-09S1

This award is issued in response to the NIH Funding Opportunity Announcement NOT-OD-09-056, Recovery Act Funds for Administrative Supplements: NCRR ARRA Funding for Administrative Supplements for Research Workforce Development and Dissemination.

Funds provided in this supplement are restricted for the purposes outlined in the grantee's application dated 5/18/09 and revised budget pages dated 7/30/09. Funds may not be expended for any other purpose without the written prior approval of the National Center for Research Resources.

This supplemental award is being funded for a two-year budget and project period. It is expected that the grantee will expend funds at the following levels as indicated in the requested/adjusted budget:

Year 1 = \$300,000 Total Costs (\$238,818 direct costs + \$61,182 F&A costs).

Year 2 = \$300,000 Total Costs (\$238,850 direct costs + \$61,150 F&A costs).

The Other Expenses category has been adjusted to adhere to the \$300,000 Total Costs cap per year in accordance with the funding announcement.

In addition to the PI, the following individuals are named as key personnel:

Jocelyn Krebs
Sue Hills
Todd O'Hara

Written prior approval is required if any of the individual(s) named above withdraws from the project entirely, is absent from the project during any continuous period of 3 months or more, or reduces time devoted to the project by 25 percent or more from the level that was approved at the time of award.

If the grantee plans to issue a press release concerning the outcome of NCRR grant-supported research, it should notify the NCRR Office of Communications at 301-435-0888 in advance to allow for coordination.

SECTION V - CONTACTS:

The NCRR WWW home page is at <http://www.ncrr.nih.gov/>

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Christina Fleming

Program Official: Michael Sayre

Email: sayrem@mail.nih.gov **Phone:** 301 435-0962 **Fax:** 301 480-3770

SPREADSHEET SUMMARY

GRANT NUMBER: 3P20RR016466-09S1

INSTITUTION: UNIVERSITY OF ALASKA FAIRBANKS

Budget	Year 9	Year 10	Year 11	Year 12	Year 13
Salaries and Wages	\$254,020				
Fringe Benefits	\$11,727				
Personnel Costs (Subtotal)	\$265,747				
Supplies	\$3,500				
Travel Costs	\$2,000				
Other Costs	\$206,421				
TOTAL FEDERAL DC	\$477,668				
TOTAL FEDERAL F&A	\$122,332				
TOTAL COST	\$600,000	\$0	\$0	\$0	\$0

Facilities and Administrative Costs	Year 9	Year 10	Year 11	Year 12	Year 13
F&A Cost Rate 1	45.1%				
F&A Cost Base 1	\$271,247				
F&A Costs 1	\$122,332				



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 1R01NS066059-01

Principal Investigator(s):
Marvin K Schulte, PHD

Project Title: Novel, subtype selective potentiators of nicotinic acetylcholine receptors

Andrew Parkerson-Gray
Director, Office of Sponsored Programs
P.O. Box 757270
Fairbanks, AK 997757270

Award e-mailed to: fygrcon@uaf.edu

Budget Period: 09/15/2009 – 08/31/2010

Project Period: 09/15/2009 – 08/31/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$335,231 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ALASKA FAIRBANKS in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number R01NS066059 from the National Institute Of Neurological Disorders And Stroke. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of Neurological Disorders And Stroke or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Tijuanna Decoster
Grants Management Officer
NATIONAL INSTITUTE OF NEUROLOGICAL DISORDERS AND STROKE

Additional information follows

SECTION I – AWARD DATA – 1R01NS066059-01**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$81,674
Fringe Benefits	\$12,810
Supplies	\$37,479
Travel Costs	\$10,580
Other Costs	\$17,980
Consortium/Contractual Cost	\$96,395

Federal Direct Costs	\$256,918
Federal F&A Costs	\$78,313
Approved Budget	\$335,231
Federal Share	\$335,231
TOTAL FEDERAL AWARD AMOUNT	\$335,231

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$335,231
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SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$335,231	\$335,231
2	\$325,757	\$325,757

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

Fiscal Information:

CFDA Number:	93.701
EIN:	1926000147A1
Document Number:	RNS066059Z
Fiscal Year:	2009

IC	CAN	2009	2010
NS	8484915	\$335,231	\$325,757

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: SILBESSC / **OC:** 414A / **Processed:** DECOSTERT 09/03/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R01NS066059-01

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 1R01NS066059-01

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

ARRA TERM OF AWARD: This award is subject to the HHS-Approved Standard Terms and Conditions for the American Recovery and Reinvestment Act of 2009. Approved text for NIH awards can be found at http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf. Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

Treatment of Program Income:

Additional Costs

SECTION IV – NS Special Terms and Conditions – 1R01NS066059-01

This award reflects the revised specific aims and budget as submitted by the University of Alaska on 05/06/2009 to Dr. Shai Silberberg, as negotiated and approved by the NINDS staff.

ARRA Special Quarterly Reporting Requirements:

The recipient must submit quarterly reports to the HHS that will be posted to Recovery.gov. These quarterly reports must be signed by an approved signing official from the grantee administrative/business office.

CALENDAR quarters are as follows (regardless of budget start date):

ARRA activity in JAN/FEB/MAR must be reported no later than April 10.
ARRA activity in APR/MAY/JUN must be reported no later than July 10.
ARRA activity in JUL/AUG/SEP must be reported no later than Oct 10.
ARRA activity in OCT/NOV/DEC must be reported no later than Jan 10.

For example: An ARRA grant with a budget period starting 6/1/2009 will have to submit quarterly reports on or before 7/10/2009 (1st quarter report); 10/10/2009 (2nd quarter report); 1/10/2010 (3rd quarter report); and 4/10/2010 (4th quarter report.)

The necessary contents of the ARRA quarterly report can be found under the terms and conditions listed at http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf

These funds should not be used to pay the salary of an individual at a rate in excess of Executive Level I (\$196,700 in Fiscal Year 2009) per year.

Support in future years should be spent at no more than a 3% escalation on recurring costs.

Where consortia are included, they are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH Grants Policy Statement is available at:

http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm - _Toc54600251

If graduate students are funded through this project, in accordance with the Notice: NOT-OD-02-017 entitled, "GRADUATE STUDENT COMPENSATION" published on December 10, 2001, in the NIH Guide for Grants and Contracts, total direct costs (salary, fringe benefits and tuition remission) for graduate students are provided at a level not to exceed the NIH maximum allowable amount (zero level of the Ruth L. Kirschstein National Research Service Award stipend in effect at the time of the competing award). The full guide Notice describing the level of compensation allowed for a graduate student can be found at: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-09-075.html>.

Where model sharing is applicable, the grantee is to adhere to the NIH Policy on Sharing of Model Organisms For Biomedical Research issued May 7, 2004 (<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-04-042.html>).

In addition to ARRA quarterly CALENDAR reports, in future years, the Streamlined Non-competing Award Process (SNAP) progress reports should be submitted via the eRA Commons. To register to use the Commons go to <https://commons.era.nih.gov/commons/>. Questions regarding the Commons should be addressed to Commons Support at 1-866-504-9552 or commons@od.nih.gov.

Non-SNAP applications should be submitted to the centralized receipt center:

Division of Extramural Activities Support, OER
National Institutes of Health
6705 Rockledge Drive, Room 2207, MSC 7987
Bethesda, MD 20892-7987 (for regular or US Postal Service Express mail)
Bethesda, MD 20817 (for other courier/express mail delivery only)

For additional information, you may access the NIH home page at <http://www.nih.gov/> and the NINDS Home Page at <http://www.ninds.nih.gov>

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Jeannette Gordon
Email: jg82s@nih.gov **Phone:** 301-496-3813

Program Official: Shai D Silberberg
Email: silberbs@ninds.nih.gov **Phone:** 301-496-1917


SPREADSHEET SUMMARY

GRANT NUMBER: 1R01NS066059-01

INSTITUTION: UNIVERSITY OF ALASKA FAIRBANKS

Budget	Year 1	Year 2
Salaries and Wages	\$81,674	\$84,124
Fringe Benefits	\$12,810	\$13,195
Supplies	\$37,479	\$31,876
Travel Costs	\$10,580	\$11,092
Other Costs	\$17,980	\$18,930
Consortium/Contractual Cost	\$96,395	\$100,252
TOTAL FEDERAL DC	\$256,918	\$259,469
TOTAL FEDERAL F&A	\$78,313	\$66,288
TOTAL COST	\$335,231	\$325,757

Facilities and Administrative Costs	Year 1	Year 2
F&A Cost Rate 1	45.1%	45.1%
F&A Cost Base 1	\$173,643	\$146,981
F&A Costs 1	\$78,313	\$66,288

1. DATE ISSUED: 09/03/2009		2. PROGRAM CFDA: 93.417		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) American Recovery and Reinvestment Act of 2009			
3. SUPERCEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>							
4a. AWARD NO.: 1 D1NHP15411-01-00		4b. GRANT NO.: D1NHP15411				5. FORMER GRANT NO.:	
6. PROJECT PERIOD: FROM: 09/01/2009 THROUGH: 08/31/2012							
7. BUDGET PERIOD: FROM: 09/01/2009 THROUGH: 08/31/2012							
8. TITLE OF PROJECT (OR PROGRAM): ARRA - Nursing Workforce Diversity Program							
9. GRANTEE NAME AND ADDRESS: UNIVERSITY OF ALASKA ANCHORAGE 3211 Providence Dr Anchorage, AK 99508-4614			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Jacqueline Pflaum UNIVERSITY OF ALASKA ANCHORAGE College of Health and Soc. Welfare 3211 Providence Drive Anchorage, AK 99508-4614				
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE				
			a. Authorized Financial Assistance This Period \$ 1,002,550.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 1,002,550.00				
a. Salaries and Wages: \$ 305,120.00 b. Fringe Benefits: \$ 180,089.00 c. Total Personnel Costs: \$ 485,209.00 d. Consultant Costs: \$ 0.00 e. Equipment: \$ 0.00 f. Supplies: \$ 400.00 g. Travel: \$ 9,800.00 h. Construction/Alteration and Renovation: \$ 0.00 i. Other: \$ 5,100.00 j. Consortium/Contractual Costs: \$ 0.00 k. Trainee Related Expenses: \$ 0.00 l. Trainee Stipends: \$ 462,000.00 m. Trainee Tuition and Fees: \$ 0.00 n. Trainee Travel: \$ 0.00 o. TOTAL DIRECT COSTS: \$ 962,509.00 p. INDIRECT COSTS: (Rate: % of S&W/TADC) \$ 40,041.00 q. TOTAL APPROVED BUDGET: \$ 1,002,550.00 i. Less Non-Federal Resources: \$ 0.00 ii. Federal Share: \$ 1,002,550.00			13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)				
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">YEAR</th> <th style="width: 50%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not Applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS
YEAR	TOTAL COSTS						
Not Applicable							
			14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)				
			a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00				
15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$ 0.00							
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>							
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) This notice reflects funds supported by the American Recovery and Reinvestment Act of 2009 (ARRA). Give close attention to the budget and project periods specified above, as well as periodic reporting requirements specified under the terms and conditions. Indirect costs are calculated as base x rate (\$500,509 x 8%). Note: This grant does not carry Expanded Authority.							
Electronically signed by John Gallicchio, Grants Management Officer on: 09/03/2009							
17. OBJ. CLASS: 41.21		18. CRS-EIN: 1926000147B2		19. FUTURE RECOMMENDED FUNDING:			
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE		
09-3767190	93.417	D1NHP15411RP	\$ 1,002,550.00	\$ 0.00	N/A		

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NGA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NGA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 1-877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Terms:

1. Within 30 days of receipt of the Notice of Grant Award, clarification of the Cost of Living Increase for the Project Coordinator's salary for years 2 and 3 must be provided (it appears to be more than 4% as stated in the Budget Justification).
2. Department of Health and Human Services Standard Terms and Conditions

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Division A Funds

1. HHS Standard Terms and Conditions

HHS grantees must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by the following terms and conditions implementing the AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) requirements below. In addition to the standard terms and conditions of award, recipients receiving funds under Division A of ARRA must abide by the terms and conditions set out below. The terms and conditions below concerning civil rights obligations and disclosure of fraud and misconduct are reminders rather than new requirements, but the other requirements are new and are specifically imposed for awards funded under ARRA. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications.

2. Preference for Quick Start Activities

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

3. Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

4. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

5. Civil Rights Obligations

While ARRA has not modified awardees' civil rights obligations, which are referenced in the HHS' Grants Policy Statement, these obligations remain a requirement of Federal law. Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

6. Disclosure of Fraud or Misconduct

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>.

7. Responsibilities for Informing Sub-recipients Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

8. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients (a) To maximize the transparency and accountability of funds authorized under the AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

9. Recipient Reporting

Reporting and Registration Requirements under Section 1512 of the AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, Public Law 111-5(a) This award requires the recipient to complete projects or activities which are funded under the AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

3. For HRSA Nursing Workforce Diversity funding provided under the American Recovery and Reinvestment Act of 2009 (the Act), HRSA permits grantees to incur appropriate pre-award costs up to 90 calendar days prior to the project period start date as specified on the front of this notice (item 6). Such pre-award costs are incurred at the grantee's risk. Pre-award costs will be allowed as long as they are otherwise allowable under the grant terms and were not incurred prior to the 90-day limit.

Standard Terms:

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf> and it is anticipated that Part IV, HRSA program-specific guidance will be available at the website in the near future. In addition, HRSA-specific contacts will be appended to Part III of the GPS which identifies Department-wide points of contact. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect. Once available, Part IV, HRSA program-specific guidance will take precedence over Parts I and II in situations where there are conflicting or otherwise inconsistent policies.
2. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:
 - (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR
 - (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item

....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
4. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the

HRSA.

In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval. For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

5. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payment should be directed to: Payment Management, DHHS, P.O. Box 6021, Rockville, MD 20852, <http://www.dpm.psc.gov/> or Telephone Number: 1-877-614-5533.
6. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
7. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free <http://harvester.census.gov/sac/facconta.htm>
8. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/revisedlep.html>.
9. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Grant Award to obtain a copy of the Term.

Reporting Requirements:

1. Due Date: Within 90 days of Budget End Date

The grantee must submit a Financial Status Report within 90 days after the budget period end date. This report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbook (EHB).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

NGA Email Address(es):

ayosp@uaa.alaska.edu; anklw2@uaa.alaska.edu; ankrd2@uaa.alaska.edu; afjsp@uaa.alaska.edu

Note: NGA emailed to these address(es)

Contacts:

Program Contact: For assistance on programmatic issues, please contact Aisha Mix at:

8C-26

HRSA/BHPr/DN

5600 Fishers Ln

Rockville, MD 20852-1750

Phone: (301)443-1443

Email: amix@hrsa.gov

Division of Grants Management Operations: For assistance on grants administration issues, please contact Pamela

Bell at:

HRSA/OFAM/DGMO

5600 Fishers Ln RM 11A-02

Rockville, MD 20857-0001

Phone: (301)443-3504

Email: Pbell@hrsa.gov

Fax: (301)443-6343

Responses to reporting requirements, conditions, and requests for post award amendments must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.

ABSTRACT

Project Title: Alaska Nursing Workforce Diversity Program

Applicant/Organization Name: School of Nursing, University of Alaska Anchorage

Address: School of Nursing, PSB 103, 3211 Providence Drive, Anchorage, AK 99508

Project Director: Jacqueline Pflaum, DNSc

Telephone: 907-786-4574 Fax: 907-786-4558 E-mail: afjisp@uaa.alaska.edu

Project Period: 7/1/2009 – 6/30/2012

Need/Rationale – With the largest land mass in the nation, Alaska's population is the third smallest. This results in an extremely frontier distribution, with health care delivered in isolated facilities. Approximately 16% of the population is Alaska Native. Other minorities represent 17.3%, many doubling between 1990 and 2000. Anchorage School District data demonstrate minority ethnicity grew from 38% in 2000 to 50% in 2007. Alaska experiences tragically high rates of suicide and injury-related mortality, coupled with 60% growth in the aging population. Alaska's nursing workforce straddles the gamut of challenges: it must be prepared to work in the country's most remote facilities and provide care to an increasingly diverse population.

Purpose - Recruitment and Retention of Alaska Natives into Nursing, RRANN, started in 1998 with a HRSA Opportunities for Disadvantaged Nursing Students grant. With the first NWD grant in 2006, the program expanded to the Alaska NWD program. This application for a second NWD grant continues and expands the program further into pre-entry, focusing on a cohort of pre-nursing students and expanding youth outreach into two island communities.

Progress – Relevant progress was made on all three objectives in the current NWD grant, although more time is necessary to achieve them. were very nearly achieved and we believe with the did not meet it's met two of its three objectives. The proportion of nursing clinical majors in the AAS program grew from 14.5% to 18% and in the BS program grew from 23% to 29.4%. The proportion of Alaska NWD program participants employed in underserved areas is 63%. Matriculation from pre-nursing to clinical nursing major exceeded its goal, with 90 students from disadvantaged backgrounds entering in the past year, exceeding the projected 75 students.

Alaska NWD Long-Term Objectives –which correspond to NWD Performance Measures

1. Each year, a minimum of 65 students from minority/disadvantaged backgrounds will successfully matriculate into a clinical nursing major.
2. By the end of the three-year grant, the proportion of nursing clinical majors from minority/disadvantaged backgrounds in registered nurse programs will increase from 26% to 31% in the AAS program and from 38% to 45% in the BS program.
3. By the end of the three-year grant, a minimum of 70% of nursing graduates will be employed in rural or underserved areas or working with underserved populations.

The three-step methodology starts with *Pre-Entry Preparation*, including a variety of *Kids Into Health Careers* activities. Once at UA as pre-nursing majors, students access the program's tutoring services, Nightingale dormitory wing, Weekly Lunches in the Lounge, advising, and stipend support. In *Retention*, clinical nursing majors receive similar services. *Stipends* will be provided to 53-60 nursing students each semester. This program qualifies for the **Statutory Funding Preference** because it substantially benefits rural and underserved populations.



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 3P20RR016466-09S2

Principal Investigator(s):
GEORGE M HAPP, PHD

Project Title: Alaska INBRE-2: Environmental Agents and Disease

MAGGIE GRISCAVAGE
DIRECTOR
UNIVERSITY OF ALASKA, FAIRBANKS
OFC OF GRANTS & CONTRACTS ADMIN
PO BOX 757880
FAIRBANKS, AK 997757880

Award e-mailed to: fygrcon@uaf.edu

Budget Period: 09/14/2009 – 09/13/2011

Project Period: 09/14/2009 – 09/13/2011

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$680,194 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ALASKA FAIRBANKS in support of the above referenced project. This award is pursuant to the authority of 42 USC 286a and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number P20RR016466 from the National Center For Research Resources. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Center For Research Resources or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors,

or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Holly Atherton
Grants Management Officer
NATIONAL CENTER FOR RESEARCH RESOURCES

Additional information follows

SECTION I – AWARD DATA – 3P20RR016466-09S2**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$175,916
Fringe Benefits	\$85,669
Personnel Costs (Subtotal)	\$261,585
Equipment	\$189,270
Supplies	\$20,000
Travel Costs	\$31,250
Other Costs	\$25,500

Federal Direct Costs	\$527,605
Federal F&A Costs	\$152,589
Approved Budget	\$680,194
Federal Share	\$680,194
TOTAL FEDERAL AWARD AMOUNT	\$680,194

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$680,194
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Fiscal Information:

CFDA Number:	93.701
EIN:	1926000147A1
Document Number:	PRR016466Z
Fiscal Year:	2009

IC	CAN	2009
RR	8485254	\$680,194

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:

PCC: RII / OC: 414C / Processed: ATHERTONH 09/11/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 3P20RR016466-09S2

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at <http://grants.nih.gov/grants/policy/awardconditions.htm>

SECTION III – TERMS AND CONDITIONS – 3P20RR016466-09S2

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

ARRA TERM OF AWARD: This award provides additional funding for 2P20RR016466-09. This additional funding is provided under the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to the HHS-Approved Standard Terms and Conditions for ARRA. Approved text for NIH awards can be found at:

http://grants.nih.gov/grants/policy/NIH_HHS_ARRA_Award_Terms.pdf. Recipients should pay particular attention to the special quarterly reporting requirements required by Section 1512 of the Recovery Act as specified in Term #2. These special quarterly reporting requirements apply only to

this additional funding. Recipients should not include any information about the parent grant when responding to the quarterly reporting requirements.

Grantees are reminded to include specific information on the ARRA additional funding as part of the annual progress report(s) of the parent grant.

Separate financial reporting (SF 272 and Financial Status Reports) will be required to be submitted covering this additional funding. These will be in addition to any required financial reports for the parent grant.

Separate closeout documents (Final Progress Report, Final Financial Status Report, and Final Invention Statement) will also be required to closeout the Recovery Act funding at the time the ARRA funding ends. These closeout reports for the ARRA funding are required even when the parent grant continues.

ARRA funds provided under this award are not available for rebudgeting or carryover into the parent grant. Any ARRA funding remaining at the end of the funding period for this award must be reported as an unobligated balance.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: <http://publicaccess.nih.gov/>.

This award represents the final year of the competitive segment for this grant. Therefore, see the NIH Grants Policy Statement (12/1/2003 version) for closeout requirements at: http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part8.htm#_Toc54600151.

A final Financial Status Report (FSR) (SF 269) must be submitted through the eRA Commons (Commons) within 90 days of the expiration date; see NIH Guide Notice [NOT-OD-07-078](#) for additional information on this electronic submission requirement.

Furthermore, unless an application for competitive renewal is submitted, additional grant closeout documents consisting of a Final Invention Statement and Certification form (HHS 568), (not applicable to training, construction, conference or cancer education grants) and a final progress report must also be submitted within 90 days of the expiration date.

NIH also strongly encourages electronic submission of the final progress report and the final invention statement through the Closeout feature in the Commons. If the final progress report and final invention statement are not submitted electronically, copies of the HHS 568 form may be downloaded at: <http://grants.nih.gov/grants/forms.htm>.

Submissions of the final progress report and HHS 568 may be e-mailed as PDF attachments to the NIH Central Closeout Center at: deascentralized@od.nih.gov

Paper submissions of the final progress report and the HHS 568 may be faxed to the NIH Central Closeout Center at 301-480-2304 or mailed to the NIH Central Closeout Center at the following address:

NIH/OD/OER/DEAS
Central Closeout Center
6705 Rockledge Drive, Room 2207
Bethesda, MD 20892-7987 (for regular or U.S. Postal Service Express mail)
Bethesda, MD 20817 (for other courier/express mail delivery only)

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:

- Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at <http://grants.nih.gov/grants/forms.htm>).
- Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children (see "Public Policy Requirements and Objectives-Requirements for Inclusiveness in Research Design-Inclusion of Children as Subjects in Clinical Research" in the PHS 398 at URL http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part5.htm#_Toc54600090)
- Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

Note, if this is the final year of a competitive segment due to the transfer of the grant to another institution, then not all the requirements stated above are applicable. Specifically a Final Progress Report is not required. However, a final FSR is required and should be submitted electronically as noted above. In addition, if not already submitted, the Final Invention Statement is required and should be sent directly the assigned Grants Management Specialist.

Treatment of Program Income: Additional Costs

SECTION IV – RR Special Terms and Conditions – 3P20RR016466-09S2

This award is issued in response to the NIH Funding Opportunity Announcement NOT-OD-09-056, Recovery Act Funds for Administrative Supplements: NCRR ARRA Funding for Administrative Supplements to Advance Translational (T1 & T2) Research.

Funds provided in this supplement are restricted for the purposes outlined in the grantee's application dated 5/18/09 and may not be expended for any other purpose without the written prior approval of the National Center for Research Resources.

This supplemental award is being funded for a two-year budget and project period. It is expected that the grantee will expend funds at the following levels as indicated in the requested/adjusted budget:

Year 1 = \$331,958 Total Costs (\$256,655 direct costs + \$75,303 F&A costs).
Year 2 = \$348,236 Total Costs (\$270,950 direct costs + \$77,286 F&A costs).

In addition to the Principal Investigator, the following individuals are named as key personnel:

Rebecca Koskela
Shawn Houston

Written prior approval is required if any of the individual(s) named above withdraws from the project entirely, is absent from the project during any continuous period of 3 months or more, or reduces time devoted to the project by 25 percent or more from the level that was approved at the time of award.

This award does not include funds for the support of computers as requested in the application. In accordance with OMB Circular A-21, these costs are considered unallowable as direct costs, but, if appropriate, may be charged to the project as F&A costs.

If the grantee plans to issue a press release concerning the outcome of NCRR grant-supported research, it should notify the NCRR Office of Communications at 301-435-0888 in advance to allow for coordination.

SECTION V - CONTACTS:

The NCRR WWW home page is at <http://www.ncrr.nih.gov/>

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Christina Fleming
Email: fleminch@mail.nih.gov **Phone:** (301) 435-0850 **Fax:** 301-480-3777

Program Official: Michael Sayre
Email: sayrem@mail.nih.gov **Phone:** 301 435-0962 **Fax:** 301 480-3770

SPREADSHEET SUMMARY

GRANT NUMBER: 3P20RR016466-09S2

INSTITUTION: UNIVERSITY OF ALASKA FAIRBANKS

Budget	Year 9	Year 10	Year 11	Year 12	Year 13
Salaries and Wages	\$175,916				
Fringe Benefits	\$85,669				
Personnel Costs (Subtotal)	\$261,585				
Equipment	\$189,270				
Supplies	\$20,000				
Travel Costs	\$31,250				
Other Costs	\$25,500				
TOTAL FEDERAL DC	\$527,605				
TOTAL FEDERAL F&A	\$152,589				
TOTAL COST	\$680,194	\$0	\$0	\$0	\$0

Facilities and Administrative Costs	Year 9	Year 10	Year 11	Year 12	Year 13
F&A Cost Rate 1	45.1%				
F&A Cost Base 1	\$338,335				
F&A Costs 1	\$152,589				

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
ASSISTANCE AWARD (ARRA)



1 AWARD TYPE	2 AWARD NUMBER	3 REQUISITION NUMBER
Grant <input checked="" type="checkbox"/> Cooperative Agreement	G09AC00496	09-ARRA-E042 Proposal No. SE-ARRA-0030 ATN: ARRA-SE0005P
4 RECIPIENT		5 ISSUED BY
Name & Address: University of Alaska P.O Box 757880 Fairbanks, Alaska 99775-7880 Andrew Parkerson-Gray Phone: 907-474-7314 HHS PMS Subaccount Code: G09AC00496		Name & Address: U.S. Geological Survey Office of Acquisition & Grants 12201 Sunrise Valley Drive, MS 205 Reston, VA 20192 Margaret Eastman, Contracting Officer Phone: 703/648-7366 Fax: 703/648-7901 E-Mail: mrussell@usgs.gov
6 APPLICATION TITLE & DATE		
ANSS Alaska Seismic Station Upgrade, dated July 8, 2009, revised August 28, 2009		
7 AWARD PERIODS		8 FISCAL DATA
Budget Period: Date of Award through 09/15/2011 Total Project Period: Date of Award through 09/15/2011 Effective Date: Date of Award		Federal Share: \$500,484.00 Non-Federal Share: \$0.00 Total Project Cost: \$500,484.00 Appropriation/Object Class: Obligated: 09/10-RA02-00E13 (SARAD) 411C \$250,242.00 09/10-RA02-00E23 (SARAD) 411C \$250,242.00 DCN: G09AC00492
9 PRINCIPAL INVESTIGATOR		10 USGS PROGRAM OFFICE
Roger Hansen University of Alaska Geophysical Institute P.O. Box 757320 Fairbanks, Alaska 99775-7320 Phone: 907-474-5533		Elizabeth Lemersal U.S. Geological Survey 12201 Sunrise Valley Drive, MS 905 Reston, VA 20192 Phone: 703/648-6716
11 ADMINISTRATIVE DATA		12 FAADS DATA
CFDA Number: 15-807 Program: NEHRP Legislative Authority: 42 USC 7701 et seq. and the American Recovery and Reinvestment Act of 2009		City Code: 24230 County Code: 090 State Code: 02 Congressional District: 01
13 AUTHORIZED SIGNATURES		
_____ Recipient's Signature _____ Date _____ TYPED NAME AND TITLE		_____ Contracting Officer's Signature _____ Date Margaret Eastman, Contracting Officer _____ TYPED NAME AND TITLE

Cooperative Agreement No. G09AC00

14. SPECIAL TERMS AND CONDITIONS

A. The recipient's application, being the title and date shown in block 6, is hereby incorporated by reference.

B. This award supports the budget project period as specified in block 7.

C. This award shall be administered in accordance with Attachment A, Special Terms and Conditions, Attachment B General Provisions, and Attachment C ANSS Performance Standards.

Special Terms and Conditions

1. Method of Payment

A. Until APRIL 1, 2010 (or until notified by the Contracting Officer), the U. S. Geological Survey (USGS) will use the Department of Health and Human Services (HHS) Payment Management System (PMS) to provide electronic invoicing and payment for assistance award recipients.

(1) The Recipient agrees that it has established or will establish an account with PMS. With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds.

(2) Instructions for obtaining payments will be provided to the recipients by HHS. Inquiries regarding payment should be directed to:

Division of Payment Management
Department of Health and Human Services
P. O. Box 6021
Rockville, MD 20852
www.dpm.psc.gov
Raynette Robinson (301) 443-9180

B. On and after APRIL 1, 2010 (or as notified by the Contracting Officer), the USGS will be using the Department of the Treasury Automated Standard Application for Payments (ASAP) to provide electronic invoicing and payment for assistance award recipients.

(1) The Recipient agrees that it has established or will establish an account with ASAP. With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds.

(2ii) Instructions for obtaining payments will be provided to the recipients by ASAP. Inquiries regarding payment should be directed to: www.asap.gov

Regional Financial Center	Time Zone	Phone Number	Business Hours	Mailing Address
Philadelphia	Eastern	(215) 516-8021	7:30 a.m - 4:00 p.m.	P.O. Box 51317 Philadelphia, PA 19115-6317
Kansas City	Central	(816) 414-2100	7:30 a.m - 4:00 p.m.	P.O. Box 12599-0599 Kansas City, MO 64116-0599
San Francisco	Mountain or Pacific	(510) 594-7182	7:30 a.m - 4:00 p.m.	P.O. Box 24700 Oakland, CA 94623-1700

C. Payments may be drawn in advance only to meet immediate cash disbursement needs. All draw downs must be completed by September 15, 2011.

2. Definitions

A. Grant Agreement

A grant agreement is the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever:

- (1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and
- (2) no substantial involvement is anticipated between the executive agency, acting for the Federal Government, and the State or local government or other recipient during performance of the contemplated activity.

B. Cooperative Agreement

A cooperative agreement is the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever:

- (1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient to accomplish a public purpose of support, or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and
- (2) substantial involvement is anticipated between the executive agency, acting for the Federal Government, and State or local government or other recipient during performance of the activity.

C. Grantee / Cooperator

Grantee or cooperator means the nonprofit corporation or other legal entity to which a grant or cooperative agreement is awarded and which is accountable to the Federal Government for the use of the funds provided. The grantee or cooperator is the entire legal entity even if only a particular component of the entity is designated in the award document. For example, a grant or cooperative agreement award document may name as the grantee one school or campus of a university. In this case, the granting agency usually intends, or actually requires, that the named component assume primary or sole responsibility for administering the grant-assisted project or program. Nevertheless, the naming of a component of a legal entity as the grantee or cooperator in a grant or cooperative agreement award document shall not be construed as relieving the whole legal entity from accountability to the Federal Government for the use of the funds provided. The term "grantee" or "cooperator" does not include secondary recipients such as sub grantees, contractors, etc., who may receive funds from a grantee pursuant to a grant.

D. Recipient

Recipient means grantee or cooperator.

E. Principal Investigator

The Principal Investigator is the individual designated by the Recipient (and approved by the USGS) who is responsible for the technical direction of the research project. The Principal

Investigator cannot be changed or become substantially less involved than was indicated in the Recipient's proposal, without the prior written approval of the Contracting Officer.

F. Grants Program Manager

- (1) The Grants Program Manager will work closely with the Principal Investigator to ensure that all technical requirements are being met. The Grants Program Manager's responsibilities include, but are not limited to, providing technical advice on the accomplishment of the proposal's objectives; reviewing the technical content of reports and the other information delivered to the USGS; determining the adequacy of technical reports; and conducting site visits, in coordination with the Regional Coordinator and the Contracting Officer, as frequently as practicable.
- (2) The Grants Program Manager is Elizabeth Lemersal, External Research Support Manager, U.S. Geological Survey, 905 National Center, 12201 Sunrise Valley Drive, Reston, VA 20192. The Grants Program Manager does not have the authority to issue any technical direction which constitutes an assignment of additional work outside the scope of the award; in any manner causes a change in the total cost or the time required for performance of the award; or change any of the terms, conditions, or general provisions of the award.

G. Regional/Topical Coordinator

- (1) Regional Coordinators are in charge of conducting the peer review panels to evaluate both internal USGS and external research proposals in their region or area of expertise. A Regional Coordinator will work closely with the Grants Program Manager and the Principal Investigator to ensure coordination with other appropriate Principal Investigators and appropriate USGS project scientists working in the same region for overall conformance with USGS program goals and objectives within that region. The Regional Coordinator's responsibilities include, but are not limited to, providing technical advice on the accomplishment of the proposal's objectives; reviewing the technical content of reports and other information delivered to the USGS; determining the adequacy of the technical reports; and conducting site visits, in coordination with the Grants Program Manager and contract personnel, as frequently as practicable.
- (2) The Regional Coordinator does not have the authority to issue any technical direction which constitutes an assignment of additional work outside the scope of the award; in any manner causes a change in the total cost or the time required for performance of the award; or changes any of the terms, conditions, or general provisions of the award.

H. Contracting Officer (CO)

Contracting officers are individuals who have been delegated in writing by the USGS Office of Acquisition and Grants as the sole authority designated to obligate Federal funds and create terms and conditions of awards. They are the only individuals who have authority to negotiate, enter into, and administer awards resulting for this program. Contracting officers have responsibility to ensure the effective use of Federal funds.

Functions of the contracting officer include but are not limited to:

- (1) Issuing the grant program announcement in coordination with the grants program manager.
- (2) Receiving grant proposals and related documents in response to a grant program announcement. The contracting officer as receiving official shall mark all proposals with a control number and the date officially received. He shall notify each applicant of the receipt of its proposal.

- (3) Approving the grant program manager's Technical Evaluation Plan, which describes in detail the evaluation process for a competitive grant/cooperative agreement program. The contracting officer shall ensure the openness and fairness of the evaluation and selection process.
- (4) Serving in an advisory capacity at peer review panel meetings. He shall interpret grant management policies to panel members.
- (5) Notifying grant program applicants whether or not they were selected for funding or of any other disposition of their application.
- (6) Negotiating, as necessary, the final grant/cooperative agreement budget.
- (7) Issuing grant/cooperative agreement awards and revisions to awards.
- (8) Approving invoice payments.
- (9) Receiving all requests for changes to an award. The contracting officer shall serve as the mandatory control point for all official communications with the grantee which may result in changing the amount of the grant/cooperative agreement, the grant/cooperative agreement budget, or any other terms and conditions of the grant.
- (10) Receiving financial reports required by the terms and conditions of the award.
- (11) Closing out grant/cooperative agreement awards when all applicable award requirements have been complied with.

3. Reporting Requirements and Dissemination of Results

Data generated as a part of work funded under this program must be made readily available; there is no provision for PIs to have exclusive access to data for a proprietary period of time. The USGS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the data for Government purposes. Any project funded under Earthquake Hazards Program External Research Support shall fall under this clause. Should any questions arise, both the USGS Contracting Officer and the Recipient will determine which data fall in this category.

For cooperative agreements under the American Recovery and Reinvestment Act for upgrades to existing earthquake monitoring systems, **U.S. Geological Survey (USGS) will be substantially involved with the Principal Investigators (PIs)** and other institution staff as upgrades are accomplished. Specifically, project chiefs and staff within the USGS Earthquake Hazards Program seismic monitoring projects will provide awardees with administrative and technical assistance in identifying, ordering and configuring appropriate seismic systems that meet ANSS goals and standards.

USGS personnel will provide oversight on the types and numbers of U.S. Government Furnished Equipment (GFE) broadband and strong motion systems deployed within each of the regional networks during the award terms in order to ensure comprehensive seismic monitoring across the country in support of NEHRP objectives for earthquake hazards reduction.

Dr. Lind Gee and staff at the Albuquerque Seismological Laboratory (ASL) will provide performance specifications and technical details on acquisition and sensor systems. In addition, ASL can provide recommendations on procedures for installation, configuration, and maintenance of upgraded seismograph stations. Dr. Harley Benz and staff at the National Earthquake Information Center (NEIC) in Golden, Colorado will provide assistance on the setup of real-time data exchange between NEIC and the regional networks, which includes exchange of regional network data and data from the Advanced National Seismic System (ANSS) backbone network. Dr. Doug Given (USGS, Pasadena)

and Dr. David Oppenheimer (USGS, Menlo Park) will provide technical advice regarding upgrades in California and will assist in assessing both hardware and software needs for implement of CISON processing software within the regional networks.

A. Required reports/documents. The Principal Investigator or Director, Sponsored Research Office is required to submit the following reports or documents:

Report/ Document	No. of Copies and Method of Transmittal	Submit To	When Due
(1) ARRA* Reporting	See Section B(1)	See Section B(1)	See Section B(1)
(2) Reporting of new or upgraded seismic station	Electronic submission	USGS Website	10 working days following completion of the upgrade or installation of a seismic station. See Section B(2)
(3) Publication*	Adobe Acrobat PDF file as an email attachment (or 1 reprint if PDF not possible)	Grants Program Manager	Immediately following publication. See Section B(3)
(4) Final Technical Report	Send Adobe Acrobat PDF file as an email attachment; Maximum size: 10 MB	Grants Program Manager	Within 90 calendar days after the end of the project period. See Section B(4)
(5) SF 272 Federal Cash Transactions Report (or its successor SF 425, Federal Financial Report	Electronic submission	USGS via PMS Electronic 272 System See Section B(5)	See Section B(5)
(6) SF 425 Federal Financial Report	See Section B(6)	See Section B(6)	See Section B(6)
(7) Final SF 425 Federal Financial Report	See Section B(7)	See Section B(7)	See Section B(7)

*ARRA – American Recovery and Reinvestment Act

**** Publication means any book, report, photograph, map, chart, or recording published or disseminated to the scientific community. Preprints of articles submitted for publications will be accepted as final reports.**

B. Report preparation instructions. The Recipient shall prepare the reports/documents in accordance with the following instructions:

(1) American Recovery and Reinvestment Act (ARRA) Recipient Reporting

Recipients of Federal financial awards from funds authorized under ARRA must comply with all requirements specified in ARRA (Public Law 111-005), including reporting requirements outlined in Section 1512 of the Act. The prime recipient is ultimately responsible for the reporting of all data required. Prime recipients may delegate certain reporting requirements to sub-recipients. Vendors are not awarded funds by the same means as sub-recipients and are not subject to the terms and conditions of the Federal financial assistance award.

Not later than ten (10) days after the end of each calendar quarter, starting with the quarter ending September 30, 2009 and reporting by October 10, 2009, the recipient must submit a report to the ARRA central reporting solution at www.FederalReporting.gov containing the following detailed information:

- (a) Total amount of funds received; and of that, the amount spent on projects and activities;
- (b) A list of those projects and activities funded by name to include:
 - Description
 - Completion status
 - Estimates on jobs created or retrained;

For infrastructure investments made by State and local governments, the purpose, total costs, rationale for the infrastructure project and contact information of an individual must be provided.

(c) Detailed information on any sub-awards to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). For any sub-awards equal to or larger than \$25,000, the following information:

- Sub-recipient DUNS
- Sub-recipient CCR information
- Sub-recipient type
- Amount received by sub-recipient
- Amount awarded to sub-recipient
- Sub-award date
- Sub-award period
- Sub-recipient place of performance
- Sub-recipient place of benefit
- Sub-recipient officer names and compensation (Top 5)

- (d) All sub-awards less than \$25,000 or to individuals may be reported in the aggregate, as prescribed by the Department of the Interior.
- (e) Any vendors receiving funds from the prime recipient or sub-recipients for payments greater than \$25,000 must report three additional data elements:
 - DUNS or the Name and zip code of the vendor's headquarters
 - Expenditure amount
 - Expenditure description
- (f) Recipients must account for each ARRA award and sub-award separately. Recipients will draw down funds on an ARRA award by ARRA award basis. Pooling or commingling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- (g) Recipients must account for each ARRA award by referencing the assigned CFDA number for each award.

The definition of terms and data elements, as well as any specific instructions for reporting, including required formats, are included in the data dictionary contained in the *Recipient Reporting Data Model* available at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21-sup2.pdf

(2) Reporting of New or Upgraded Seismic Station.

- (a) Within 10 business days of the completion of a seismic station upgrade or installation of a new seismic station, the recipient is required to submit certification of completeness documentation on a USGS website. Procedures for accessing and reporting upgrade or installation of new seismic stations will be provided to awardee by USGS ANSS staff.
- (b) Certification information that will be required, but not limited to the following:
 - (1) Station SCNL (station, component, network, location)
 - (2) Station coordinates
 - (3) Equipment Installed
 - (4) Landowner information (private, state and/or federal)
 - (5) Activation Date
- (c) Within 30 business days of the completion of a seismic station upgrade or installation of a new seismic station, the recipient is also required to provide on the same USGS website the following:
 - (1) URL of station dataless SEED volume
 - (2) For stations generating continuous seismic data, the URL of noisePDF plot confirming reasonableness of station response information (Noise PDF plots can be done either by the recipient institution or by real-time data exchange with NEIC)

(3) Publication. All publications that contain work performed during the project period shall include the following statement:

"Work supported by the U.S. Geological Survey (USGS), Department of the Interior, under USGS award number (Recipient, insert award number). The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Government."

Submit an Adobe Acrobat PDF file of publications to:

gd-erp-coordinator@usgs.gov

If PDF is not possible, send one (1) reprint to:

External Research Support

U.S. Geological Survey

905 National Center

12201 Sunrise Valley Drive

Reston, VA 20192

- (4) Final Technical Report. Final Technical Reports shall describe in detail the work performed and results obtained during the grant period. Final Technical Reports are due 90 days after the conclusion of the project period. Any information contained in a previously submitted progress report shall be repeated or restated in the Final Technical Report. Please note that one Final Technical Report is to be submitted for each set of collaborative research grants. Reports will be posted at <http://earthquake.usgs.gov/research/external>.

- (a) Submit the Final Technical Report as an Adobe Acrobat PDF file with all figures, photographs, maps, and illustrations embedded, and all pages numbered. Submit the report as an e-mail attachment in PDF format to:

gd-erp-coordinator@usgs.gov

Maximum size; 10 MB

- (b) Final Technical reports shall consist of the following sections:

- (1) Cover page with the following information:

Award Number

Title. For collaborative projects the title should be in the form "Title: Collaborative Research with First Institution name, and Second Institution name."

Author(s) and Affiliation(s) with Address and zip code

Author's Telephone numbers, fax numbers and E-mail address

Term covered by the award (start and end dates)

- (2) Abstract

- (3) Main body of the report. The main body of the report and all illustrations and figures shall be single-spaced on 8 1/2" x 11" paper.

- (4) Bibliography of all publications resulting from the work performed under the award. One copy of each publication is required if the Recipient has not previously submitted them to the Grants Program Manager.

- (5) Standard Form 272, Federal Cash Transaction Report (or its successor SF 425, Federal Financial Report) is required quarterly for each PMS/ASAP subaccount. Quarterly reports are due 45 days after the end of each fiscal quarter until the final Federal Financial Report is submitted.

Instructions for submitting SF 272/SF 425 can be found at the PMS website:

http://www.dpm.psc.gov/grant_recipient/psc_272_reports/psc_272_reports.aspx?explorer.event=true

On and after APRIL 1, 2010 (or as notified by the Contracting Officer), the SF 425 Federal Financial Report must be submitted by mail to the Contracting Officer listed in block 5 on page 1 of this award.

If after 45 days, recipient has not submitted a report, the account will be placed in a manual review status. Funds may be withheld for accounts with delinquent reports.

- (6) SF 425, Federal Financial Report (original) is required annually and is due 90 calendar days after the end of the annual budget period. Reports will be submitted to the Contracting Officer at the address shown in Block 5 of the award form.

- (7) Final SF 425, Federal Financial Report.

(a) **The recipient will liquidate all obligations incurred under the award on or before September 15, 2011 by drawing down all funds by this date** and submit a final STANDARD FORM 425, FEDERAL FINANCIAL REPORT (which replaces the current SF 269, Financial Status Report) no later than 90 calendar days after the grant/cooperative agreement completion date. Recipient will promptly return any unexpended federal cash advances or will complete a final draw from PMS/ASAP to obtain any remaining amounts due. Once 120 days has passed since the grant/agreement completion date, the PMS/ASAP subaccount for this award may be closed by USGS at any time.

- (b) Subsequent revision to the final SF 425 will be considered only as follows -

(i) When the revision results in a balance due to the Government, the recipient must submit a revised final Federal Financial Report (SF 425) and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.

(ii) When the revision represents additional reimbursable costs claimed by the recipient, a revised final SF 425 may be submitted to the Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the PMS/ASAP subaccount to permit the recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the recipient.

- C. Adherence to reporting requirements. A Recipient's failure to submit the required Final Technical Report and final financial report, generally within 6 months of the end date of the award, will likely result in delay or non-issuance of new awards. Failure to submit a Progress Report for multi-year awards will likely result in delayed renewal of funds.

4. **Adherence to Original Research Objective and Budget Estimate**

- A. Any commitments or expenditures incurred by the Recipient in excess of the funds provided by this award shall be the responsibility of the Recipient. Expenditures incurred prior to the effective date of this award cannot be charged against award funds.
- B. The following requests for change require advance written approval by the Contracting Officer shown on your award. Your request must be submitted to the Contracting Officer at least 45 calendar days prior to the requested effective date of the change:

- (1) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
- (2) Request for supplemental funds.
- (3) Transfer of funds between direct cost categories when the cumulative amount of transfers during the project period exceeds 10 percent of the total award.
- (4) Foreign travel not approved at time of award.
- (5) Acquisition of nonexpendable personal property (equipment) not approved at time of award.
- (6) Creation of any direct cost line item not approved at time of award.
- (7) Any other significant change to the award.
- (8) No-cost Extensions to the Project Period. No cost extensions will not be granted. The Earthquake Hazards Program (EHP) awards grants and cooperative agreements for projects that extends or supplement ongoing work within the USGS. The timely conduct of funded projects is of great importance to the achievement of EHP and ARRA goals. Applicants should consider their time commitments at the time of application for an award. Requests for no cost extensions will NOT be considered for projects funded under ARRA.

C. The Contracting Officer will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

5. **Station upgrades: disposal of obsolete equipment**

For stations that are upgraded under this award, all U.S. Government Furnished Equipment (GFE) being replaced during the upgrade shall be shipped to the ANSS Regional Depot at the Albuquerque Seismological Laboratory.

ANSS Regional Depot
 USGS Albuquerque Seismological Laboratory
 10002 Isleta Rd SE
 Kirtland AFB, NM 87117 USA

USGS-supported networks are also strongly encouraged to ship non-GFE of the following types to the ANSS Regional Depot.

Quanterra Q680s
 Guralp CMG-40T
 Guralp CMG-3NSN
 Geotech GS-13
 Kinometrics FBA-23
 Kinometrics K2

6. **Property**

(a) Nonexpendable Personal Property - The recipient shall comply with 2 CFR Part 215, Section 215.34. Title to nonexpendable personal property acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain a property inventory of such property as long as there is a need for such property to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such property to accomplish the purpose of the project, the Recipient shall use the property in connection with other Federal awards the Recipient has received. Under no circumstances shall title to such property be vested in a sub-tier

recipient. Disposal of nonexpendable personal property shall be in accordance with the applicable OMB circular.

The following equipment shall be vested with the recipient: Not Applicable

(b) Government-Furnished Equipment - Title to Government-furnished equipment (GFE) remains vested in the Federal Government. Recipients shall submit annually an inventory listing of federally owned property in their custody to the Federal awarding agency. Upon completion of the award or when the property is no longer needed, the recipient shall report the property to the Federal awarding agency for further Federal agency utilization. The following GFE will be provided to the recipient:

Equipment	Quantity	Estimated Value per Unit	Estimated Value
Data Acquisition Systems	2	\$8,300	\$16,600
Data Acquisition Units	15	\$11,000	\$165,000
Field Processors	3	\$5,650	\$16,950
Broadband Sensors	6	\$15,000	\$90,000
Accelerometers	14	\$3,400	\$47,600
Radio Pairs	11	\$3,000	\$33,000

Upon completion of the award or when the property is no longer needed, all GFE provided under this agreement shall be shipped to the ANSS Regional Depot at the Albuquerque Seismological Laboratory listed in Section 5 above.

7. Record Retention Period

Unless a longer period is requested by the award, a Recipient shall retain all records for 3 years after the end of the project period for which it uses USGS award funds.

8. Pre-agreement Costs

Pre-agreement costs are not authorized under this program. Costs must be obligated during the project period.

9. Site Visits

Site visits may be made by USGS representatives to review program accomplishments and management control systems and to provide technical assistance, as required.

10. Metric Conversion (43CFR Sec 12.915)

All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound unit (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

11. Violation of Award Terms

If a Recipient materially fails to comply with the terms of the award, the Contracting Officer may suspend, terminate, or take such other remedies as may be legally available and appropriate in the circumstances.

12. **Award Closeout**

Awards will be closed out once all requirements have been met. Technical and financial reports must be submitted on time as specified in section 3, above. Failure to adhere to the reporting requirements may result in no future awards.

13. **Partnership with Grantees/Cooperators**

The USGS, through its federal grant/cooperative agreement awards, will collaborate with universities, federal state, local and tribal governments, and private organizations and businesses to provide relevant, timely, objective knowledge and information on natural resources, hazards, and the environment.

14. **Buy American Act Notice (43 CFR Sec. 12.710(c))**

Pursuant to Section 307(b) of the Department of the Interior (DOI) and Related Agencies Appropriations Act, FY 2000, Public Law 106-113, please be advised on the following:

"In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products."

15. **Buy American: Use of American Iron, Steel, and Manufactured Goods (ARRA Term)**

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the Department of the Interior waives the application of this provision. (ARRA Sec. 1605)

16. **Anti-Lobbying (43 CFR Part 18)**

The Recipient shall not use any part of the appropriated funds from the Department of the Interior for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

17. **Seat Belt Provision (43 CFR Sec. 12.2(e))**

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriated programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

18. **Whistleblower Protection (ARRA Term)**

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the Department of the Interior, Office of Inspector General, any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)

The Department of the Interior, Office of Inspector General, can be reached at www.doi.oig.gov or hotline number at (800) 424-5081.

19. No Endorsement Provision (43 CFR 12.2(d))

[Paragraph (B) applies to all awards. The remainder of this provision applies only when:

(1) the principal purpose of the agreement is a partnership where the recipient/partner contributes resources to promote agency programs or publicize agency activities, assists in fundraising, or provides assistance to the agency; and

(2) the agreement authorizes joint dissemination of information and promotion of activities being supported; and

(3) the recipient is not a State government, a local government, or a Federally-recognized Indian tribal government.]

(A) Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

(B) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

(C) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

(D) A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a local government, or to a Federally-recognized Indian tribal government.

20. Use of U.S. Flag Air Carriers

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S. Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. 40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

21. DUNS/CCR (ARRA Term)

Recipients must require that first tier sub-recipients begin planning activities, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR) no later than the first time ARRA data requirements are due.

22. Activities on Private and Other Non-Federal Lands

[Paragraph B applies to all awards. The remainder of this provision applies only when the award involves funds appropriated to the biological research activity of the USGS.]

A. Funds provided for the biological research activity in USGS annual appropriations may not be used to conduct surveys on private property, unless specifically authorized in writing by the property owner.

(i) Accordingly, the recipient shall not enter non-Federal real property for the purpose of collecting information regarding the property, unless the owner of the property has –

- consented in writing to the entry;
- been provided notice of that entry; and
- been notified that any raw data collected from the property must be made available at no costs, if requested by the land owner.

(ii) In this provision, the term “recipient” includes any person that is an officer, employee, or agent of the recipient, including a person acting pursuant to a contract or sub-agreement.

B. The recipient shall comply with applicable State, local, and Tribal government laws, including laws relating to private property rights.

23. Access to Research Data

A. By regulation (43 CFR 12.936), recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). “Research data” is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.

B. These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.

C. Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contracting Officer/Grants Officer, in consultation with the affected recipient and the PI, will handle the request. This policy also

provides for assessment of a reasonable fee to cover recipient costs as well as (separately) the USGS costs of responding.

24. Trafficking in Persons (22 U.S.C. § 7104(g))

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

(i) You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not--

(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procure a commercial sex act during the period of time that the award is in effect; or

(c) Use forced labor in the performance of the award or sub-awards under the award.

(ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity --

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

(b) 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--

1. Associated with performance under this award; or

2. Imputed to you or the sub-recipient 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 Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 43 CFR Part 42.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient 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 sub-recipient 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 Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 43 CFR Part 42.

C. Provisions applicable to any recipient.

(i) 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.

(ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to us under this award.

(iii) You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

D. Definitions. For purposes of this award term:

(i) "Employee" means either:

(a) An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or

(b) 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.

(ii) "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.

(iii) "Private entity":

(a) 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.

(b) Includes:

1. 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).

2. A for-profit organization.

(iv) 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).

25. Research Integrity

A. USGS requires that all grant or cooperative agreement recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2001, 65 Federal Register (FR) 76260, http://www.ostp.gov/cs/federal_policy_on_research_misconduct. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.

B. The recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

26. Fiscal Integrity

The recipient will notify the USGS Contracting Officer/Grants officer of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of Federal funds.

27. Program Income

A. The recipient will have no obligation to the Federal Government for program income earned from license fees and royalties for copyrighted material, in accordance with 43 CFR 12.924(h) (for A-110 recipients) or 43 CFR 12.65(e) (for A-102 recipients).

B. If a purpose of this award is to support a conference, symposium, or similar event, income related to that event will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 3 CFR 12.65(g)(1) (for A-102 recipients) or 43 CFR 12.924(b)(3) (for A-110 recipients).

C. If the recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and recipient and be used to further eligible project or program objectives, as described in 43 CFR 12.924(b)(1).

D. For all other types of recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 3 CFR 12.65(g)(1) (for A-102 recipients) or 43 CFR 12.924(b)(3) (for A-110 recipients).

28. Wage Rate Requirements (ARRA Term)

Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted

in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

29. Schedule of Expenditures of Federal Awards (ARRA Term)

Recipients agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c).

30. Responsibilities for Informing Sub-recipients (ARRA Term)

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

31. 2 CFR §176.50 Award term--Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act, Public Law 111-5

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

32. 2 CFR §176.140 Award term- Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009

(a) Definitions. As used in this award term and condition—

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:
none.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers: FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____

33. 2 CFR §176.160 Award term- Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements)—Section 1605 of the American Recovery and Reinvestment Act of 2009

(a) Definitions. As used in this award term and condition—

“Designated country” --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" --

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel, and/or manufactured good" --

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

"Foreign iron, steel, and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) This award term and condition implements

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: none.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers: FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			
[* Include all delivery costs to the construction site.]			

34. 2 CFR §176.190 Award term- Wage Rate Requirements under Section 1606 of the Recovery Act

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

35. 2 CFR §176.210 Award term- Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

36. **Other Standard Terms and Conditions**

All other assistance policy terms and conditions contained in applicable Department of the Interior Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below.

Recipients are responsible for contacting their grant managers for any needed clarifications. Sub-awards include sub-grants and sub-contracts issued from this award.

Cost Principles, Audit, and Administrative Requirements

The Recipient shall be subject to the following OMB circulars and regulations, which are incorporated herein by reference. Copies of these Circulars can be obtained from the Internet at:
<http://www.whitehouse.gov/omb/circulars/index.html>.

I. OMB Circulars and Regulations**A. Educational Institutions**

- 2 CFR 220, Cost Principles for Educational Institutions (OMB Circular No. A-21)
- OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F.
- OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

B. State and Local Governments

- 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR Part 12, Subpart C
- OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

C. Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F.
- OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

D. Organizations for Profit, Individuals, and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)

- OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F,
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

II. ADDITIONAL REGULATIONS

This award is subject to the following additional Government-wide regulations:

- (1) 2 CFR 180, Government Debarment and Suspension (Non-procurement)
- (2) 2 CFR 1400, Department of the Interior Non-procurement Debarment and Suspension

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- (3) 43 CFR Part 12, Subpart E: Buy American Requirements for Assistance Programs
- (4) 43 CFR Part 17, Subpart A: Nondiscrimination on the Basis of Race, Color, or National Origin
- (5) 43 CFR Part 17, Subpart B: Nondiscrimination on the Basis of Handicap
- (6) 43 CFR Part 17, Subpart C: Nondiscrimination on the Basis of Age
- (7) 43 CFR Part 17, Subpart E: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior
- (8) 43 CFR Part 18, New Restrictions on Lobbying
- (9) 43 CFR Part 41, Nondiscrimination on the basis of sex in education programs or activities receiving Federal financial assistance [Applies only if this award provides assistance to an education program or student(s).]
- (10) 43 CFR Part 43, Government-wide Requirements for Drug Free Workplace

ANSS Performance Standards

I. Background

Within the National Earthquake Hazards Reduction Program, a key objective of the USGS Earthquake Hazards Program is to operate, maintain and improve comprehensive earthquake monitoring in the United States. To achieve that objective, the USGS is implementing the Advanced National Seismic System (ANSS), designed to improve all aspects of earthquake monitoring and reporting in the US. ANSS technical and management documents are available at:

<http://earthquake.usgs.gov/research/monitoring/anss/documents.php>.

This document sets minimum targets for the operation of the ANSS system as a whole, including cooperating seismic networks. These standards are intended to improve the performance of the system upon the occurrence of significant earthquakes nationwide. The standards imply that current infrastructure and data processing capabilities need to be improved for many of the networks that compose the ANSS. The generation and distribution of key products also need to be more uniform across the ANSS constituent networks. As the system improves, the performance metrics set out in our report will be reevaluated and updated to further develop system capabilities.

Our report is based heavily on the draft report of Working Group A (Performance Standards) of the ANSS Technical Implementation Committee, chaired by Mitch Withers of the Center for Earthquake Information of the University of Memphis, which compiled its report in 2004-2005. That report is available on the ANSS/internal web site (<http://www.anss.org/internal/a>).

II. Performance Areas

Performance standards are established for the following ANSS performance areas:

- **Seismic Monitoring/Strong Earthquake Shaking.** Collect accurate information on the occurrence of earthquakes and archive the appropriate data for seismic hazards and earthquake research. Accurately record large-amplitude earthquake ground motions that may cause damage to engineered structures or affect land use by causing liquefaction or other type of ground deformation.
- **Real-Time/Automated Product Generation.** When an earthquake occurs, rapidly and authoritatively compute earthquake source parameters and ground shaking maps (where appropriate), and distribute this information to emergency responders, the media, and the public.
- **Preparation of Seismologist-Reviewed Products for Significant Earthquakes.** Conduct seismologist review of earthquakes that may have seismic hazards or other societal implications. Provide useful, accurate, and timely release of products to communities most at risk from earthquakes likely to cause damage.
- **Data Exchange Between ANSS Networks.** Exchange real-time waveforms, amplitudes, picks and other raw data products between network centers, to improve quality and timeliness of data products.
- **Data Archiving and Public Distribution.** Archive all relevant data and data products generated by ANSS, including the regional and global seismic networks, at designated datacenter(s).

III. Geographic Divisions Based on Hazard, Risk and USGS Mission

Based on ANSS requirements and USGS mission responsibilities, different standards are provided for the following geographic areas:

- **High-risk urban areas.** Twenty-six metropolitan areas listed in Table 3 (p. 42) of USGS Circular 1188, *Requirement for an Advanced National Seismic System*. (Current detailed maps of earthquake hazard in the U.S., including Alaska, Hawaii and Puerto Rico, are available at: http://earthquake.usgs.gov/research/hazmaps-/products-_data/index.php.)
- **Moderate-to-high hazard regions.** Areas of the 50 U.S. States and Puerto Rico having an earthquake hazard probability of 10% in 50 years for an acceleration $\geq 8\%$ g (yellow and higher hazard areas on the map, below). This acceleration level is justified as the approximate threshold of damage to older dwellings or structures not made to resist earthquakes.
- **National.** Areas of the 50 States and Puerto Rico not included in the moderate-to-high hazard regions.
- **Global.** All areas outside the 50 States and Puerto Rico.

IV. Performance Standards

The following table sets minimum performance targets for the ANSS, for each of the performance areas and geographic divisions described above. Some standards are listed as "to be determined", reflecting that more work needs to be done to establish either a technical basis for measuring and comparing values across the system, or the minimum user requirements.

V. Explanations of Metrics

Seismic Monitoring/Strong Earthquake Shaking

- 1.1 **Magnitude Completeness Level** – Minimum magnitude above which 90% of earthquakes can be routinely located. Level will be estimated by a standard procedure such as the departure from the linear frequency-magnitude relation or probabilistic determination based on existing station distribution (to be determined).
- 1.2 **Epicenter Uncertainty** – Distance of calculated epicenter from true epicenter. For purposes of evaluating the performance of the ANSS, the uncertainty is estimated as the length of the largest projection of the three principal errors on a horizontal plane, where the one-standard deviation principal errors are the major axes of the error ellipsoid, and are mutually perpendicular. The metric does not account for location biases due to incorrectly modeled structure of the earth, which will be a subject for research with the ANSS observations.
- 1.3 **Depth Uncertainty** – Difference between calculated focal depth and true focal depth. For purposes of evaluating the performance of the ANSS, the uncertainty is estimated as the length of the largest projection of the three principal errors (as above) on a vertical line. The metric does not account for depth biases due to incorrectly modeled structure of the earth, which will be a subject for research with the ANSS observations.
- 1.4 **Magnitude Uncertainty** – Error in magnitude arising from inaccuracies in instrumental measurements of amplitude, amplitude and period, or velocity of ground motion. The magnitude

uncertainty should be estimated from calibration of ANSS seismographs. The metric does not account for errors arising from inadequate knowledge of the velocity and attenuation structure of the earth, which will be a subject for research with ANSS observations and which, if incorrectly accounted for, may lead to calculated magnitudes being in error by several tenths of a magnitude unit.

- 1.5 Magnitude Estimation Accuracy (Md, MI, Mo, Mb) for $M < 4.5$ – Documented (preferably published) methodology that demonstrates accuracy of magnitude estimates.
- 1.6 Network average station uptime – In percent over the past year for every station utilizing continuous telemetry. Also to be reported as a network average of all stations (algorithm to be determined).
- 1.7 Waveform Data Return Rate for Triggered data – in percent over the past year for every station without continuous telemetry and utilizing event detection for waveform recovery. Based on either earthquakes of engineering interest [to be determined] or exceeding a trigger threshold [to be determined]. Also reported as a network average of all stations.

Real-Time/Automated Product Generation

- 2.1 Hypocenter Post Time – time interval between computed origin time and first submission of hypocenter into EIDS.¹
- 2.2 Magnitude Post Time – time interval between computed origin time and first submission of first magnitude into EIDS.
- 2.3 Moment Tensor Post Time, $M \geq 4.5$ ($M \geq 5.5$ non-US) – time interval between computed origin time and first submission of first moment tensor into EIDS.
- 2.4 Initial Internet Quick Report Post time – First report of peak acceleration, velocity and displacement, and time histories and spectra for records with $PGA > 0.01$ g. Targeted times should be commensurate with those for ShakeMap by early 2007, as part of implementation of National Center for Engineering Strong-Motion Data.
- 2.5 ShakeMap Post Time – time interval between computed origin time and first submission of ShakeMap to public webpage and URL to EIDS.

Preparation of Seismologist-Reviewed Products for Significant Earthquakes

- 3.1 Reviewed Hypocenter Post Time – time interval between computed origin time and submission of first human reviewed hypocenter into EIDS.
- 3.2 Reviewed Magnitude Post Time – time interval between computed origin time and submission of first human reviewed magnitude into EIDS.

¹ EIDS is the acronym for the *Earthquake Information Distribution System*, which is to replace QDDS, the Quake Data Distribution System, in 2006.

- 3.3 Reviewed Moment Tensor Post Time, $M \geq 4.5$ ($M \geq 5.5$ non-US) – time interval between computed origin time and submission of first human reviewed moment tensor into EIDS
- 3.4 Initial Reviewed Internet Quick Report – peak acceleration, velocity and displacement, time histories and spectra. Implement by early 2007, as part of implementation of National Center for Engineering Strong-Motion Data. The Reviewed Internet Quick Report may continue to improve in the days following the event, and include all records over 0.005 g.
- 3.5 Reviewed ShakeMap Post Time – time interval between computed origin time and first submission of reviewed ShakeMap to public webpage and to URL EIDS.

Data Exchange Between ANSS Networks

- 4.1 Waveform Availability Timeliness – delay between time-stamp when data sample is acquired by an operating network and when it is exported from the network (owner and operator may be different.)
- 4.2 Amplitude Availability Timeliness – delay between time-stamp when data sample is determined by an operating network and when it is exported from the network.
- 4.3 Phase Picks Availability Timeliness – delay between time-stamp when data sample is determined by an operating network and when it is exported from the network.

Data Archiving and Public Distribution

- 5.1 Availability of Waveforms to External Users – delay between time-stamp when data sample is acquired by network and when it is available to external (public) users (e.g., from a searchable web page like SeismiQuery or via a request mechanism like AutoDRM or *BREQ_FAST*).
- 5.2 Availability of Event Bulletin (parametric data) – delay between when data products are computed by network and when it is available to external (public) users either from a public datacenter or via a request mechanism (e.g., from a searchable web page or via a request mechanism).
- 5.3 Metadata availability (current data) – delay between when station comes on line and waveforms are available for export to seismic networks or to external (public) users and when metadata (*Dataless SEED*) are available either from a public datacenter or via a request mechanism (e.g., from a searchable web page using SeismiQuery or via a request mechanism like *BREQ_FAST*).
- 5.4 Data import into archive – delay between when data products and waveforms are created or acquired, respectively, and when they are sent to a facility for permanent archival.

VI. Seismological Contexts of Performance Areas and Justifications of Specific Metrics

Seismic Monitoring – Metrics 1.2, 1.3, 1.4, 1.6, 1.7

Earthquakes occur throughout the US with varying frequency and are recorded by network operations centers throughout the country. In addition, US seismic networks record other seismic events, including explosions, quarry blasts, volcanic tremors, and teleseisms.

Goal: To monitor seismic activity throughout the US to catalog the occurrence of earthquakes and archive the appropriate data for seismic hazards and earthquake research.

Key Components: The standard for seismic activity involves both operations of seismic networks and generation of data products. Seismic networks continuously (24/7) operate remote seismic stations with dedicated telemetry and data acquisition systems. The data are initially processed using automated algorithms. Most networks also reprocess the data with human input to refine data quality before archiving.

The completeness level measures the minimum earthquake magnitude above which the network detects essentially all earthquakes. The standard applies to the average across the network's authoritative region. If significant equipment failures occur, it may not be possible to meet this standard for a few days or, possibly, weeks. The average location and magnitude uncertainties capture the overall network performance in terms of being able to produce a high quality catalog. The "magnitude "capability" describes the uncertainties of magnitudes which the ANSS should be able to routinely calculate. The standard for "waveform data return rate for triggered data," tracks sensor reliability and communication reliability issues that could result in loss of seismic waveform data.

Comments:

The completeness level is difficult to determine and varies across the network's authoritative region; most networks have not carried out rigorous analysis of their catalog to determine the spatial and temporal variability of M. The ANSS National Implementation Committee must establish procedures for determining M and request that network operators do basic analysis of M spatial-temporal variability within their network.

The uncertainties in location and magnitude may be method dependent. The ANSS National Implementation Committee must adopt a standard for determining these parameters.

Justification

1. Completeness levels and location uncertainty are determined to provide sufficient data for identification and characterization of active faults, improved hazard estimates, recurrence intervals, etc. A threshold lower than the "felt limit" is necessary, particularly in less seismically active areas of the country and where station density permits, in order to build sufficiently large catalogs in a reasonable amount of time. The stated thresholds are reasonable estimates that can be met by the ANSS as outlined in USGS Circular 1188.
2. Magnitude capability includes types and errors that balance best practice for the CISEN with a reasonable estimate of the capability of a completed ANSS.
3. The "Waveform Data Return Rate for Triggered data" balances the desire to have 100% availability with an experienced-based estimate of network performance.

Strong Earthquake Shaking – Metrics 1.5, 1.6, 1.7

Significant earthquakes of magnitude about 5 and greater have finite source dimensions that may extend from a few kilometers to 100s of kilometers. When such earthquakes occur, strong-motion acceleration recorders placed at free-field or reference sites record the felt to potentially violent and damaging shaking of the ground. Such data are used for many scientific, engineering, and emergency response purposes, including inferring the finite properties of the earthquake source, improving attenuation relationships and site effects models, compiling corrected time histories for use in code development and engineering design and analysis, and preparing ShakeMaps.

Goal: To capture on-scale moderate- to large-amplitude ground-motion recordings from earth-quakes, particularly in locations near the causative fault or near buildings and other structures that may sustain damage.

Key Components: The standard for recording strong earthquake shaking involves operation of dense as well as sparse networks of strong-motion stations. Some stations may not have communications, but most will use dial-up or continuous communications. Stations are located in urban areas or near critical facilities and lifelines as well as along active fault and in active seismic zones. Urgently needed data include those recorded within 20 km of the earthquake rupture or adjacent to engineered structures that sustained damage due to shaking or that were strongly shaken but did not sustain damage.

Strong motion data are essential for applications such as ShakeMap, and the value of the information can be enhanced through higher station density. Table 3 in USGS Circular 1188 provides recommendations on the regional distribution of stations.

Comments:

As of the date of this report, the ANSS has deployed ~600 new strong motion sensors in urban areas, augmenting existing deployments, in order to make ShakeMap generation more widely possible and accurate. The ANSS National Implementation Committee must evaluate if the new and existing stations provide an adequate coverage of urban areas at highest risk for the needs of ShakeMap and structural response monitoring. Urban areas in Anchorage, Los Angeles, and the San Francisco Bay area currently target station spacing of about 4 km.

Strong motion records from sensors placed in the near-field of fault zones (20 km or less, preferably within 10 km) are important for seismological and engineering research. The ANSS National Implementation Committee must establish goals and minimum standards for active fault zone strong motion monitoring to ensure that those valuable data will be collected.

Maintenance of metadata is a resource-consuming task for most seismic networks. The ANSS National Implementation Committee must ANSS evaluate procedures and tools for this task.

Justification

1. Sensor spacing is primarily designed to provide sufficient resolution for the purposes of generating accurate ShakeMaps in areas with moderate to high risk. For the purposes of emergency response, there may be a greater tolerance for lower resolution maps in non-urban areas with high hazard. See comments above.
2. The network average station uptime reflects the operational goal of maximizing the recording of all earthquakes, while maintaining flexibility if the operation and maintenance of any single station. See comments above

Real-time Automated Product Generation (Metrics 2.1 – 2.5) and Preparation of Seismologists-Reviewed Products for Significant Earthquakes (Metrics 3.1 – 3.5)

When a significant earthquake occurs, there is need for immediate information to facilitate emergency response and to provide information to decision makers, the media and the public. Federal, state, and local governments are responsible for responding to a significant earthquake. To facilitate efficient response, the seismic networks must provide rapid, consistent, high quality information about the earthquake.

Goal: Automatically and rapidly broadcast accurate information to emergency responders, the media, and the public when a significant earthquake occurs.

Key Components: Seismic networks process earthquake data continuously (24/7) to automatically generate and distribute a variety of products. In general, the products are less accurate just after the earthquake, but their accuracy improves as more data are included and models are refined. Human review, reprocessing, and updating of information follow the automated distribution of information. The products are distributed via short messages (pager and cell phone), email, and the Web.

The performance standards for rapid notification involve timeliness and consistency of initial product delivery. The time delays that contribute to late delivery of products are, for instance, the time it takes seismic waves to traverse the whole seismic network, packetizing delays for waveform data, processing delays, and product delivery delays. Seismic networks may have unforeseen outages and product delivery will not be possible during that time.

In the future, ANSS will consider adding fault modeling specification for $M > 6.5$ continental U.S. earthquakes and $M > 7.0$ global earthquakes.

Justification:

1. In order to meet the needs of the emergency response community and others, automated products should be produced as quickly as possible while maintaining a reasonable level of product quality.
2. The increased accuracy normally contained in reviewed products reduces uncertainty in decisions based on the information, and increases the value and accuracy of derived products (e.g., hazard assessments) and research results (e.g., tectonic studies).

Data Exchange Between ANSS Networks – Metrics 4.1, 4.2, 4.3.

The operational efficiency of seismic networks can be greatly improved through real-time data exchange. Data recorded at stations operated by a neighboring network can provide important information about significant earthquakes, particularly for shocks occurring near the border region of the two networks or where the spatial extents of network operations overlap.

Goal: Share real-time waveforms, amplitudes, picks and other raw data products among regional and national networks to improve quality and timeliness of data products.

Key Components: Unprocessed waveforms are the most basic seismic data that can be continuously exchanged and provide the ability for networks to compute all seismological products. However, the bandwidth required for rapid exchange of waveform data can be considerable, so it may be necessary to

exchange derived products such as amplitudes (acceleration, velocity, displacement, spectral ordinates, etc.) for calculation of magnitude and ShakeMaps, arrival times and polarity of seismic waves for computing locations, origin times, and first-motion mechanisms, or "snippets" of waveforms when earthquakes occur for computing moment tensors and analyst review.

Justification

1. Exchange standards for timeliness represent for the most rigorous standards consistent with automated product generation, likely packet size, and anticipated communications bandwidth and availability.
2. Standards are based on existing experience with data exchange throughout the U.S.
3. The current ANSS Backbone packet size is about 50 s of data, sufficient to meet the 60s standard. A higher sampling rate and wider VSAT bandwidth may be required to meet the 30 second timeliness standard for waveform distribution in high-risk urban areas and moderate – high hazard areas..

Data Archiving and Public Distribution – Metrics 5.1, 5.2, 5.3.

Seismic networks generate data continuously as they monitor seismicity. When an event is detected, the respective window of waveforms is typically stored for later archiving. Similarly, at the onset of detection, products such as phase arrival times, amplitudes, hypocenters, magnitudes, mechanisms, ShakeMaps, and slip distributions may be generated. In some cases, seismic networks record continuous data from broadband data.

Goal: Archive all relevant data and data products generated by ANSS, including the regional and global seismic networks at public datacenters.

Key Components: The datacenter(s) must balance the archiving of data from the seismic networks against the speed at which they serve data to the users. Data archiving occurs on a regular basis, whereas user requests for data may be episodic. Consequently, during a major earthquake sequence a data archive will need to be able to deal with increased data volume (input) as well as an exponential increase in user requests (output). Some data archives presently provide data to users via command-line scripts, while most use Web pages and ftp as transfer mechanisms. In the future all data archives should provide data via the mechanisms just cited, as well as via simple subroutine calls. Similarly, data formats are evolving from legacy binary or ASCII formats to XML. One of the challenges facing datacenters is to import decades of legacy data into modern database structures to be able to serve up the data in a variety of ways as dictated by user needs.

The data archiving performance standards address several aspects of the datacenter operations. First, the datacenter needs to import data in a timely fashion. Products such as waveforms and parametric data should automatically be made available to users with minimal delay. The datacenters need to be able to serve a large number of users during periods of high demand. Metadata must be provided to describe station characteristics and instrument responses; thus the "metadata availability" ensures the availability of station instrumentation responses needed for all products based on amplitude information.

Justification

1. Standards for data import into the archive provide a reasonable balance between the desires of key users and the abilities of the system.
2. Availability of the data should provide sufficient time for archive construction and processing.
3. "Dataless SEED" and "V0" are standard formats that contain necessary sensor calibration for seismic waveform data exchanged between networks.

A Note on Education and Outreach

The end users of products from ANSS seismic network include large communities of emergency responders, earthquake engineers, decision makers, education community, media, and public. While the ANSS initiative does not include a focus on 'Education and Outreach' *per se*, in order to provide reliable, useful, accurate, and timely release of products to these and other target communities, education will need to be provided either directly or through partnerships with organizations that do E&O. The principal goals of this education are to minimize product misuse, to maximize the use of monitoring products, and to generate feedback for long-term product improvement. Specific minimum standards on dissemination goals and product/data use are difficult, if not impossible, to quantify. Determination and implementation of appropriate metrics will require expertise external to existing ANSS operations and management.

VII. Revision History

This document shall be reviewed triennially by the ANSS National Implementation Committee, or more frequently at the discretion of the ANSS Coordinator.

Initial Release Version 2.6

date: 16 January 2007

Revision 1, Version 2.7

date: 5 October 2008

Subject: Award Id : 0909517, PI: Kielland

From: jrobey@nsf.gov

Date: 17 Sep 2009 10:59:48 -0400

To: fygrcon@uaf.edu

CC: dgaawd@nsf.gov

ARRA
Stimulus Funds

Award Date:

Award No.

Proposal No.

September 17, 2009

ARC-0909517

ARC-0909517

Ms. Maggie Griscavage
Director, Grant and Contract Services
University of Alaska Fairbanks
Adm Svcs Ctr Rm 109
3295 College Road
Fairbanks, AK 99709-3705

Dear Ms. Griscavage:

The National Science Foundation hereby awards a grant of \$359,658 to University of Alaska Fairbanks for support of the project described in the proposal referenced above as modified by revised budget dated May 15, 2009.

This project, entitled "Dangerous Ice: Human perspectives on changing winter conditions in Alaska," is under the direction of Knut Kielland, William Schneider.

This award is effective October 1 , 2009 and expires September 30, 2012.

This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) and is subject to the ARRA Terms and Conditions, dated May, 2009, available on the NSF website at:
http://www.nsf.gov/publications/pub_summ.jsp?ods_key=arra0509

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is also subject to Research Terms and Conditions (RTC, dated July 2008) and the NSF RTC Agency-Specific Requirements (dated January 2009) are available at <http://www.nsf.gov/awards/managing/rtc.jsp>. This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots. and the following terms and conditions:

The provisions of NSF 08-597, "Arctic Research Opportunities" are applicable to this award.

The Director of the Office of Polar Programs has established Guidelines and Award Conditions for OPP Scientific Data effective in FY-99. The full document is available on the OPP webpages at: (<http://www.nsf.gov/pubs/1999/opp991/opp991.txt>).

Principal Investigators of OPP awards should make their data available to all reasonable requests. Where applicable, the Principal Investigators should submit the data collected to designated data centers as soon as possible, but no later than two (2) years after the data are collected. For continuing observations, data inventories should be submitted periodically if and when there is a significant change in location, type or frequency of such observations.

Principal Investigators of OPP-funded awards are REQUIRED to submit to appropriate electronic data directories, a description of their data (i.e., metadata) resulting from OPP-funded research in the form of a Directory Interchange Format (DIF) entry. Submission of the DIF may be at any time during the tenure of the grant. At the time of submission of the Final Report to NSF, a copy of the DIF must be sent to the cognizant program official in OPP.

For OPP-supported Antarctic projects, DIF submission should be to the Antarctic Master Directory, via the USAP Data Coordination Center (<http://www.usap-data.org/>). For OPP-supported Arctic projects, DIF submission should be to the Arctic System Science Data Coordination Center at <http://arcss.colorado.edu>.

The attached budget indicates the amounts, by categories, on which NSF has based its support.

Please view the project reporting requirements for this award at the following web address [<https://www.fastlane.nsf.gov/researchadmin/prsLoginHome.do?awdID=0909517>].

The cognizant NSF program official for this grant is Anna Kerttula de Echave, (703) 292-7432.

The cognizant NSF grants official contact is Maria Valerio, (703) 292-4832.

Sincerely,

John C. Robey
Grants and Agreements Officer

CFDA No. 47.082
fygrcon@uaf.edu

ARRA
Stimulus FundsARC-0909517
000

SUMMARY PROPOSAL BUDGET

Person MOS	cal	acad	sumr	Funds granted By NSF
A. (6.00) Total Senior personnel	4.80	0.00	0.00	\$41,909
B. Other Personnel				
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0
2. (10.00) Other professionals	7.50	0.00	0.00	\$44,298
3. (3.00) Graduate students				\$55,342
4. (0.00) Secretarial-clerical				\$0
5. (0.00) Undergraduate students				\$0
6. (0.00) Other				\$0
Total salaries and wages (A+B)				\$141,549
C. Fringe benefits (if charged as direct cost)				\$40,232
Total salaries wages and fringes (A+B+C)				\$181,781
D. Total permanent equipment				\$7,000
E. Travel				
1. Domestic				\$6,604
2. Foreign				\$0
F. Total participant support costs				\$0
G. Other direct costs				
1. Materials and supplies				\$4,950
2. Publication costs/page charges				\$0
3. Consultant services				\$6,000
4. Computer (ADPE) services				\$0

ARRA
Stimulus Funds

5. Subcontracts	\$0
6. Other	\$47,795
Total other direct costs	\$58,745
H. Total direct costs (A through G)	\$254,130
I. Total indirect costs	\$105,528
J. Total direct and indirect costs (H+I)	\$359,658
K. Residual funds / Small business fee	
1. Residual funds (if for further support of current projects AAG I.D.2 and I.D.3)	\$0
2. Small business fee	\$0
L. Amount of this request (J) or (J-K1+K2)	\$359,658
M. Cost sharing	\$0