

**CORPORATION FOR NATIONAL AND COMMUNITY
SERVICE**

**NATIONAL SERVICE AND CIVIC ENGAGEMENT
RESEARCH COMPETITION**

**GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**

(CFDA No. 94:026)

Version 2 (effective October 1, 2016)

2016
GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS
Effective August 31, 2016

***For the 2016 National Service and Civic Engagement Research Competition Recipients, the below Program Specific Terms and Conditions and CNCS General Terms and Conditions apply. The Program Specific Terms and Conditions are more detailed than the General Terms and Conditions found in eGrants. This complete set of Terms and Conditions has precedence.* Where there is a conflict between the General Terms and Conditions and the Program Specific Terms and Conditions below, the Specific Terms and Conditions control.**

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, the General Grant Terms and Conditions, the program-specific grant terms and conditions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term recipient is used to denote either recipient or subrecipient, as appropriate, throughout these Terms and Conditions.

TABLE OF CONTENTS

NATIONAL SERVICE AND CIVIC ENGAGEMENT RESEARCH COMPETITION SPECIFIC TERMS AND CONDITIONS

I. STATUTORY AUTHORITY	1
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II. NATIONAL SERVICE AND CIVIC ENGAGEMENT RESEARCH COMPETITION SPECIFIC TERMS AND CONDITIONS	1
A. DEFINITIONS	1
B. ROLES AND RESPONSIBILITIES OF THE RECIPIENT	2
1. General	2
2. National Service Criminal History Check Requirement	2
3. Affiliation with CNCS and the National Service and Civic Engagement Research Competition	
C. ROLES AND RESPONSIBILITIES OF CNCS	3
1. Research Plans	3
2. Convening of Awardees	3
3. Access to CNCS Data and Program Staff	3
4. Dissemination of Research Project Results	3
D. NOTIFICATION OF STAFFING AND MANAGEMENT CHANGES	4
E. REPORTING REQUIREMENTS	4
1. Recipient Reports	4
2. Financial Reports	5
3. Requests for Extensions	5
4. Final Financial Reports	5
F. COOPERATIVE AGREEMENT PERIOD AND INCREMENTAL FUNDING	6
G. SITE VISITS	6
III. APPENDICES	7

I. STATUTORY AUTHORITY

This award is authorized by and subject to Subtitle H – Investment for Quality and Innovation, Part III – National Service and Civic Engagement Research Competitions Pilot Program, Section 198K (Funds) of the National and Community Service Act of 1990, as amended by the Serve America Act (the “NCSA”), 42 U.S.C. §12653(d) and by the Federal Grant and Cooperative Agreement Act (FGCAA), 31 USC §§6301-6308. Other authorities are outlined in the General Terms and Conditions.

II. NATIONAL SERVICE AND CIVIC ENGAGEMENT RESEARCH COMPETITION SPECIFIC TERMS AND CONDITIONS

A. DEFINITIONS- For this Cooperative Agreement the following definitions apply:

1. **Application** means all information and materials (including all assurances and certifications, the proposed budget as approved by CNCS, or any information incorporated by reference) submitted by the Awardee in CNCS’s eGrants system in response to the Notice of Federal Funds Availability, including any amendments or modifications to the information and materials made in response to any CNCS request for clarification. Copies of the assurances and certifications agreed to in the eGrants system are included for reference as appendices to these Terms and Conditions.
2. **Awardee** means the direct recipient of this award under section 198k of the NCSA (42U.S.C. 12653k).
3. **National service** means a structured opportunity for individuals to serve their communities for an extended period of time through volunteering with or without a stipend. CNCS is the largest supporter of national service, though other avenues for national service exist and this competition is not exclusive to opportunities funded by CNCS.
4. **Civic infrastructure** means the “invisible structures and processes through which the social contract is written and rewritten in communities,” “the formal and informal processes and networks through which communities make decisions and solve problems” , or “the network that exists among local groups such as community development corporations (CDCs), foundations, other nonprofits, local governments, public housing authorities, businesses, and voluntary associations” .
5. **Civic engagement** means a cluster of individual efforts and activities oriented toward

making “a difference in the civic life of ... communities and developing the combination of knowledge, skills, values and motivation to make that difference. It means promoting the quality of life in a community, through both political and non-political processes.”

B. ROLES AND RESPONSIBILITIES OF THE AWARDEE

1. General

The Awardee must perform the activities supported by this Cooperative Agreement in compliance with the statutes, regulations and administrative authorities cited or referred to in these Terms and Conditions, in conformance with its approved Application (including the approved budget), and consistent with any approvals or directions provided by CNCS in the course of carrying out the Cooperative Agreement. The Awardee is legally accountable to CNCS for the use of award funds and is bound by the provisions of the award.

2. National Service Criminal History Check Requirements

CNCS has determined that the National Service Criminal History Check Requirements as set forth under the General Terms and Conditions, paragraph 3. E. above, are not applicable to this Research grant competition and that awardees need not fulfill that requirement to be in compliance with the responsibilities under this Cooperative Agreement.

3. Affiliation with CNCS and with the National Service and Civic Engagement Research Competition

- a. Identification as a CNCS funded research project. The awardee must identify the research project as a CNCS-funded research project. All publications, conference presentations, or other dissemination activities related to the project funded by the National Service and Civic Engagement Research Competition must explicitly state that the project is funded by CNCS. Please “Section L. Award Products” in the 2015 Terms and Conditions that specifies how grantees should share grant products and acknowledge CNCS support in publications and other material.
- b. To publicize the relationship between the research project and CNCS, the awardee must use one of the following phrases when describing their project: “a research project funded by the Corporation for National and Community through the National Service and Civic Engagement grant competition” or “a proud recipient of grant funding from the Corporation for National and Community Service as a result of the National Service and Civic Engagement grant competition.”
- c. The awardee may not use or display the CNCS name or logo in connection with any

activity prohibited in these provisions, or if the activity is not funded by this grant or is not prohibited in these provisions, the awardee may not use or display the CNCS name or logo unless they have received written permission to do so from the CNCS Office of External Affairs.

C. ROLES AND RESPONSIBILITIES OF CNCS

Performance under this Cooperative Agreement is subject to the general oversight and monitoring of CNCS. Additional substantial involvement of CNCS will include:

a. Research Plans

Reviewing and approving the Awardee's work plan and final research plan for carrying out the research project.

b. Convening of Awardees

Convening awardees to discuss projects and share feedback with one another. The convenings may include CNCS staff and external experts identified by CNCS and the awardees.

c. Access to CNCS data and Program Staff

i. Facilitating access to CNCS data sources that are publicly available and reasonable to obtain.

ii. Facilitating access to CNCS program staff relevant to the awardees' research projects, in a manner that is reasonable and not overly-burdensome on CNCS staff.

iii. CNCS is under no obligation to provide access to data or staff if such access is not feasible or deemed overly costly by CNCS.

d. Dissemination of Research Project Results

i. CNCS may decide to disseminate the results of awardee research projects, either in a report produced by awardees, or material produced by CNCS based on the report.

ii. CNCS will provide feedback for final product under the 2015 award.

D. NOTIFICATION OF STAFFING AND MANAGEMENT CHANGES

Within 5 business days, the Awardee must notify CNCS of any change in the staffing of

any key position included (in whole or in part) as a cost in the award budget. This requirement applies regardless of whether the position is included in the federal or matching cost portions of the budget. The Awardee must also notify CNCS of any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award. The Awardee must also notify CNCS of any change in the senior leadership of the Awardee.

E. REPORTING REQUIREMENTS

1. Recipient Reports

- a. Each awardee will deliver to the CNCS Program officer a final research workplan for Year 2 by October 15, 2016. The workplan will set forth the process including activities and timeline, to be used to fulfill the grant requirements.
- b. In Year 2, each awardee shall participate in phone meetings with other awardees and staff from the Office of Research and Evaluation to discuss research projects, paper presentations, and publications.
- c. In Year 2, each awardee shall work with R & E to prepare documents to be used publically regarding the research completed in Year 1.
- d. Each awardee shall submit a draft report (no more than 25 pages double spaced not including appendices) for Year 2 to the CNCS Program officer identified. This report shall constitute findings for Year 2 based on the research performed by that date. This draft report (that will be labeled as a semiannual report in eGrants) will be due for the period ending June 30, 2017 by July 31, 2017, and will be reviewed by CNCS within 30 days. The final report (that will be labeled as a second semiannual report in eGrants) of the initial research performed in the first year of the grant will be due for the period ending September 30, 2017 by October 30, 2017 and will address any comments offered by CNCS in the review of the draft submitted before July 31, 2017.
- e. If awardee is granted supplemental funding, the awardee will also submit an additional report (no more than 25 pages double spaced not including appendices). This report will be tied to a supplemental funding request for Year 2 and will be submitted to the CNCS Program officer identified. This report shall constitute findings based on the research performed by that date. This draft report (that will be labeled as a semiannual report in eGrants) will be due for the period ending June 30, 2017 by July 31, 2017, and will be reviewed by CNCS within 30 days. The final report (that will be labeled as a second semiannual report in eGrants) for the supplemental funding request will be due for the period ending September 30, 2017

by October 30, 2017 and will address any comments offered by CNCS in the review of the draft submitted before July 31, 2017.

- f. If applicable, Awardees understand and agree that in subsequent continuation years of the grant, there will be reporting requirements that will be similar to, but may not match exactly, the reporting requirements set forth in paragraphs E. 1 – 5 above. Awardees receiving continuation grants in years 2 and 3 agree to comply with the then current reporting requirements.

2. Financial Reports

The Awardee must submit semi-annual cumulative Federal Financial Reports (FFR), summarizing expenditures during the reporting period. These reports will be submitted timely through the appropriate electronic system. At the discretion of CNCS, the FFR deadlines are as follows:

Due Date	Reporting Period Covered
Year 1 of Cooperative Agreement	
April 30	Start of Award through March 31
October 31	April 1 through September 30
Years 2-3 of Cooperative Agreement	
April 30	October 1 through March 31
October 31	April 1 through September 30

All Awardees must also submit an FFR - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

3. Requests for Extensions

Requests for extensions of reporting deadlines will be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the Awardee; and 2) CNCS receives a written request explaining the need for an extension before the due date of the report. Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for Progress Reports may only be granted by the Office of Research & Evaluation or another office deemed appropriate by CNCS.

4. Final Financial Report

An Awardee completing the final year of its Cooperative Agreement must submit, in lieu of the last semi-annual financial report, a final financial report, this report is due no later than 90 days after the end of the Cooperative Agreement.

F. COOPERATIVE AGREEMENT PERIOD AND INCREMENTAL FUNDING

For the purpose of National Service and Civic Engagement Cooperative Agreements, a project period is the complete length of time an Awardee is proposed to be funded to complete approved activities under the agreement. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund an Awardee's approved activities and budget.

Unless otherwise specified, the Awardee's Cooperative Agreement covers a three (3) year project period, contingent upon the availability of funding and compliance by the awardee with the Cooperative Agreement. Additional funding is contingent upon satisfactory performance as determined by CNCS and the availability of funds. The project period and the budget period are noted on the Notice of Grant Award.

G. SITE VISITS

CNCS reserves the right to make site visits to review and evaluate Awardee and sub-awardee records, activities, organizational procedures and financial control systems; to conduct interviews; to request additional information; and to provide technical assistance as necessary.

III. Appendices

ASSURANCES

As the duly authorized representative of the applicant, I assure, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of

project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Definitions

The terms “debarment”, “suspension”, “excluded”, “disqualified”, “ineligible”, “participant”, “person”, “principal”, and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR part 180 subpart B, “Covered Transactions.”

- Assurance requirement for subgrant agreements**
You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
- Assurance inclusion in subgrant agreements**
You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
- Assurance of subgrant principals**
You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- Non-assurance in subgrant agreements**
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Certification – Drug Free Workplace

This certification is required by CNCS’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 2 CFR Parts 182 and 2245. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out

below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No funds received from CNCS have been or will be paid, by or on behalf of the applicant, to any person or agent acting for the applicant, related to activity designed to influence the enactment of legislation, appropriations, administrative action, proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.
- If any funds other than federal appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.