FILL IN PORTIONS ARE HIGHLIGHTED IN YELLOW. Guidance is in blue text. Delete/Complete, as appropriate, before distributing to recipient.

**PACIFIC NORTHWEST COOPERATIVE ECOSYSTEM STUDIES UNIT**

**Task Agreement Number** [FBMS will assign agreement number, Contracting will insert]

Under

Cooperative Agreement Number P16AC00003

Between the

United States Department of the Interior

National Park Service

and

[INSERT THE NAME OF THE RECIPIENT]

DUNS No: XXXXXXXXX

Address

City/State/Zip

CFDA: 15.945, Cooperative Research and Training Programs – Resources of the National Park System (CESU)

Project Title: XXXX

Amount of Federal Funds Obligated: $XXX

Total Amount of Task Agreement Award: *[Funding, including Recipient Cost Share, if applicable]* $XXX

Period of Performance: MM/DD/YYYY – MM/DD/YYYY *[Should be consistent with Article IV—Term of Agreement]*

This Task Agreement by and between the National Park Service (NPS) and recipient name (acronym of recipient) is issued against the Pacific Northwest Cooperative Ecosystem Studies Unit Cooperative and Joint Venture Agreement, P16AC00003, for the purpose of mutual assistance in conducting a project entitled “xxxxxxx.” Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

*General Notes:*

* *Define all acronyms and use them consistently throughout the document. Do not define acronyms not used.*
* *If pasting paragraphs from another document, like a proposal, remove citations and references that are out of place.*

## ARTICLE I – BACKGROUND AND OBJECTIVES

* *Article I is usually approximately 1-2 pages. May be over if deemed necessary.*

##### Background

* *In this section, include pertinent information that will allow a reader unfamiliar with your project to understand the reason(s) for the proposed work and a brief statement of what it is you intend to do, who will collaborate to accomplish the work and what the general expected outcomes are. Also present any specialized technical or subject-matter information necessary to understand the project, using language targeted to a professional outside this particular field of study.*
* *If appropriate, reference an attached proposal or work plan. Note that such an attachment will only be informational. Any terms and conditions in an attached document that might be important for enforcement should be included in the body of the task agreement.*

##### Objectives

Investigators from acronym of recipient and NPS staff will collaborate to accomplish the following specific objectives.

* *These objectives may be numbered, bulleted, or paragraph form, whichever is preferred. If numbering, please use Word’s auto-numbering feature to generate the numbers.*
* *If the project will or may have multiple phases that will be added through modifications, state this here. If possible, draft project objectives so they won’t need to be updated in future modifications. For example:*
	+ *This project will be conducted in multiple phases. Phase 1 objectives are xxxx. Phase 2 objectives are xxxx. (Phase 3 …) This agreement initially funds Phase 1 work, but may be modified to add future phases, subject to the availability of funding and satisfactory progress of project work. See Attachment I, Original Proposal, for further description of planned future phases. If not funded from the outset, it must also be noted that future phases are subject to the availability of funding.*
* *If you cannot state objectives for future phases yet, consider numbering your initial objectives or qualifying that they apply to Phase 1. That way, if you have future phases, you can simply append additional objectives rather than have to rewrite the entire Objectives section.*
* *If Notice of Intent (NOI) needed, the language or information in this subsection can be pasted into the “Statement of Joint Objectives/Project Management Plan” section of the NOI.*

##### Public Purpose

* *Provide a short paragraph describing the public purpose of the project. Use the following questions to craft a statement specific to your project:*
* *How will the public benefit from this project?*
* *Who in the public will indirectly benefit from this project?*
* *How does this project fall under the CESU program’s statutory authority, which authorizes cooperative agreements “for the public purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park Service”?*
* *You can paste the Public Purpose section of the IAGP here, assuming you addressed the above questions when writing your IAGP.*

## ARTICLE II – LEGAL AUTHORITY

Pursuant to 54 USC §101702(b), to facilitate the administration of the System, the Secretary, under such terms and conditions as the Secretary may consider advisable, may—(A) enter into cooperative agreements with public or private educational institutions, States, and political subdivisions of States to develop adequate, coordinated, cooperative research and training programs concerning the resources of the System; and (B) pursuant to an agreement, accept from and make available to the cooperator technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units that the Secretary considers appropriate. This subsection does not waive any requirements for research projects that are subject to Federal procurement regulations.

## ARTICLE III – STATEMENT OF WORK

* *In Sections A and B below, detail the tasks the recipient and NPS will perform, even if a proposal or work plan is attached.*
* *Project reports or publications can be referenced here, but details and due dates of those project products should be included in Article VII, Project Products.*
* *NPS substantial involvement in the project should be evident in Article III. “Substantial Involvement” means that NPS will be significantly involved in project management and/or other aspects of the project. Make sure that NPS is prepared and able to fully participate in a partnership capacity. If not, an acquisition instrument should be used instead.*
* *Put some thought into this section. For example, if NPS disciplinary experts are going to contribute to some aspect of the project, name them and state what they are going to do. If NPS is going to help with project logistics, describe this assistance and the NPS contacts associated with it. If NPS is providing equipment, be specific about what it is, when it is going to be available and who will be the park contact.*
* *Relevant sections of the IAGP and the NOI should summarize (in narrative form) the more detailed substantial involvement information presented here.*
* *Be aware of NPS policy regarding specific issues and situations. The following require specific language. Notify the RC if one of these situations will arise in your project and make a note in the comments section of your IAGP.*
	+ *Use of federal vehicles or boats*
	+ *Use of aircraft/helicopters*
	+ *Diving*
	+ *Fieldwork*
	+ *Use of government computers, network, or controlled facilities*
	+ *Locations of protected resources—archeology and/or threatened or endangered species.*

##### The acronym of recipient will:

1. Collaboratively undertake a (study, project, etc.) titled “XXXX” as described throughout this Task Agreement.
2. Appoint name and title as Principal Investigator (PI).
3. Add statement here if recipient will hire or appoint other staff or students to the project (list names if available).
4. Utilize the methods and processes as outlined in Attachment I: Methodology in conducting the project.
5. List and describe each task the recipient will perform, expanding this numbered list as needed (please continue using auto-numbering)
* *Include the following three items in all TAs (these generally make more sense when placed towards the end of this list):*
1. Cooperate with the NPS Agreement Technical Representative (ATR) to ensure that the conduct of the project complies with “Quality Control of Scientific and Other Scholarly Products in the Pacific West Region.”
2. Ensure that reports and other formal materials (including publications and presentations) resulting from this collaborative project acknowledge the NPS and that the project was conducted through the Pacific Northwest Cooperative Ecosystem Studies Unit, and reference this Task Agreement number.
3. Upon request of the NPS, obtain digital photographs with captions of project activities and make these available to the NPS Pacific Northwest CESU Senior Science Advisor and others for use in presentations and reports.

##### The NPS will:

1. Collaboratively undertake a (study, project, etc.) titled “XXXX” as described throughout this Task Agreement.
2. Provide financial assistance to the acronym of recipient as provided in Article VI. The budget, included as Attachment X, is incorporated in this Task Agreement.
3. Assign name and title as the ATR. *Include names of project manager and other project participants as needed here.*
4. List and describe each task the NPS will perform, expanding this numbered list as needed.
* *Include the following items in all TAs:*
1. Cooperate with the acronym of recipient PI to ensure that the conduct of the project complies with “Quality Control of Scientific and Other Scholarly Products in the Pacific West Region.” The ATR (or designee) is the administrative reviewer for this project.
2. Ensure that reports and other formal materials (including publications and presentations) resulting from this collaborative project acknowledge the acronym of recipient and that the project was conducted through the Pacific Northwest Cooperative Ecosystem Studies Unit, and reference this Task Agreement number.

## ARTICLE IV – TERM OF AGREEMENT

This Task Agreement is effective on April 1, 2014 through November 1, 2015.

* *Following the processing of the Task Agreement and once both parties have signed the Agreement, the TA effective date is the date your project will start.*
* *Take into consideration contracting processing time since transmittal to the recipient for signature varies considerably (but can take as long as 60 days lead time). If the effective date is of critical concern, please raise this issue with your Senior Science Advisor and the Agreements officer at the time you are drafting your agreement.*
* *Make sure that the dates in Article III are identical to those on the signature page (page 1).*
* *Avoid project end dates that coincide with the expiration of the funding source.*

## ARTICLE V – KEY OFFICIALS

##### For the NPS:

1. ATR:

Name and Title

Address

Phone:

Fax:

Email:

1. Awarding Officer:

Lilette J. Baltodano, Financial Agreements Officer

National Park Service, Pacific West Regional Office

333 Bush Street, Suite 500

San Francisco, CA 94104

Phone: 415-623-2251

Fax: 415-623-2384

Email: lilette\_baltodano@nps.gov

1. PM:

Name and Title

Address

Phone:

Fax:

Email:

1. Other Project Participants:

Name and Title

Address

Phone:

Fax:

Email:

* *Only one person can be the ATR and that person must have a current certification. Certification records are kept in the ATR Spreadsheet on the WASO Financial Assistance website (URL: http://wcp.den.nps.gov/Policy-Program/FedFinAssist/atrc.htm). There may be delays in processing if the named ATR does not have a current certification record.*
* *Other project participants can be named as key officials as well, but number each person (e.g. 1. ATR, 2. Awarding Officer, 3. Project Manager, 4. Project Participant…). Please list all NPS staff whowill be substantially involved in the project.*

##### For the acronym of recipient:

1. PI:

Name

Address

Phone:

Fax:

Email:

* *Add names of other recipient participants*

##### Communications: Acronym of recipient will address any communication regarding this Task Agreement to the Awarding Officer, with a copy also sent to the ATR. Communications that relate solely to technical matters may be sent only to the ATR.

##### Changes in Key Officials: Neither the NPS nor the acronym of recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Task Agreement. Any permanent change in key officials will be made only by modification to this Task Agreement.

## ARTICLE VI – AWARD AND PAYMENT

1. NPS will provide financial assistance to the acronym of recipient in the amount of $XX,XXX for the work provided herein. The chargeable appropriation(s) and funding source(s) for this Task Agreement is/are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Fiscal Year: | Cost Structure: | Fund Source: | Amount: |
| 2015 | XXXX | *(e.g., ONPS)* | $ XX,XXX |
| 2015 | XXXX |  | $ XX,XXX |

1. Payment Procedures: Advances/Reimbursements through the Automated Standard Application for Payments (ASAP) System
2. Method of Payment. Payment will be made to the recipient by advance and/or reimbursement through the Department of Treasury’s ASAP system.
3. Requesting Advances. Requests for advances must be made through the ASAP system. The recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the recipient should time each request so that payment is received on the same day that funds are dispersed for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
4. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Requests for reimbursement should coincide with the recipient’s normal billing pattern. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
5. Adjusting payment requests for available cash. The recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from National Park Service.
6. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the recipient filed with the U.S. Department of Treasury.
7. Supporting Documents for Agency Approval of Payments. When a recipient is determined “high risk” or has had performance issues. If the Agency approval requirement is in effect for this award, the ASAP system will indicate that Agency approval is required when the request for payment is submitted. The recipient must notify the Agreement Technical Representative (ATR) identified in this agreement that a payment request has been submitted. The payment authorizing official may request additional information from the recipient to support the payment requests prior to release of funds, as deemed necessary. The recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
8. The result of work under each phase of this Task Agreement is considered to be independently useful. The data obtained from one phase, however, may be utilized for future phases, subject to satisfaction with the data, desirability for additional data, and available funding. Any future phase would be added through the issuance of a written modification to this agreement.

## ARTICLE VII – PROJECT PRODUCTS

##### Financial Reports: The recipient must submit Standard Form (SF) 425, “Federal Financial Report” (FFR), on a quarterly/semi-annual/annual basis.

1. The FFRs may be submitted using one of the following methods:
	1. One original, mailed to: Contracting Division, National Park Service, Pacific West Regional Office, 333 Bush Street, Suite 500, San Francisco, CA 94104
	2. One scanned copy, emailed to: PWR\_Agreements@nps.gov
	3. Electronic submission through FedConnect
2. The recipient will report program outlays and program income on a cash or accrual basis.
3. The first interim FFR will be due in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Award Performance Start Date** | **First Quarterly Interim Report End Date** | **First Quarterly Interim Report Due Date** |
| January 1 – March 31 | June 30 | July 30 |
| April 1 – June 30 | September 30 | October 30 |
| July 1 – September 30 | December 31 | January 30 |
| October 1 – December 31 | March 31 | April 30 |

1. Subsequent interim FFRs are due 30 calendar days after the end of each federal fiscal quarter which ends on December 31, March 31, June 30, and September 30.
2. The final FFRwill be submitted 90 calendar days after the end of the term of agreement, or upon termination. Transactions which occurred after the award expired will also be included in the final reports. These expenses shall include wrap-up activities incurred during the project period and where the transaction occurred after the award expired. Transactions for the entire award period will be included in this final report and will reflect the transactions for the entire award amount.
3. All financial and programmatic records submitted by recipients, supporting documents, statistical records, and other grants-related records shall be maintained in accordance with 2 CFR § 200.333.

##### Performance Reports: The recipient must submit performance reports on a quarterly/semi-annual/annual basis. *(Note: the Awarding Officer may waive performance reports if not needed, pursuant to 2 CFR 200.328(f), however, the justification for waiving the performance report requirement must be documented in the award file)*

1. The performance reports may be submitted using one of the following methods:
	1. One original, mailed to the ATR at the address shown in Article V, and to the following: Contracting Division, National Park Service, Pacific West Regional Office, 333 Bush Street, Suite 500, San Francisco, CA 94104
	2. One copy, emailed to the ATR at the email address shown in Article V, and to the following: PWR\_Agreements@nps.gov
	3. Electronic submission through FedConnect
2. The performance reports must detail the following, in accordance with [2 CFR §200.328](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=se2.1.200_1328&rgn=div8):
	1. A comparison of actual accomplishment to the objectives of the award established for the period;
	2. The reason why goals were not met, if appropriate; and
	3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
3. The first interim performance report will be due in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Award Performance Start Date** | **First Quarterly Interim Report End Date** | **First Quarterly Interim Report Due Date** |
| January 1 – March 31 | June 30 | July 30 |
| April 1 – June 30 | September 30 | October 30 |
| July 1 – September 30 | December 31 | January 30 |
| October 1 – December 31 | March 31 | April 30 |

1. Subsequent interim performance reports are due 30 calendar days after the end of each federal fiscal quarter which ends on December 31, March 31, June 30, and September 30. *(note: for semi-annual and annual reports, Contracting will revise this clause appropriately)*
2. The final performance report will be submitted no later than 90 calendar days following the end of the term of agreement, or upon termination.

##### Schedule/Milestones/Dates

* *This section should be clearly thought out and written with enough detail so that an outsider could identify approximately where the project should be at any given time (e.g., directly in relation to the production of products and approximately in relation to the expenditure of funds).*
* *Make sure there is sufficient time built into the project schedule for review of draft reports or other products, followed by revision and resubmission. Specifically state the date when draft products are to be submitted for review and how long NPS has to review them. (e.g., Draft Report due October 1, 2015. Not October 2015)*
* *Specifically state the date when any action by either party is supposed to take place. (e.g., Submit Draft Report, August 1, 2015. Provide comments: September 1, 2015)*
* *Do not create unrealistic timelines. This causes inconvenience and extra expense to the recipient and the federal government in processing task agreement modifications requesting extensions.*
* *If this is a phased project, subdivide this section by Phases to facilitate adding future info.*

##### Description of Project Products/Reports

* *Describe in detail every project report or product referenced in Article VII.A, Schedule, including format, guidelines, and expected content (i.e. is there to be an executive summary, or do you expect a certain outline to be followed? If data or electronic files are being delivered, what software is to be used? How many copies are to be produced?)*
* *If this is a phased project, subdivide this section by Phases to facilitate adding future info.*

##### Delivery of Project Products

* + *State to whom project products are to be delivered – please describe specific to your project. A typical example follows.*
1. Financial and performance reports will be submitted in accordance with Article VII.A. and VII.B., respectively.
2. One electronic (pdf) and one hard copy of all products will be submitted to the ATR at the address shown in Article V, Key Officials.
3. One electronic (pdf) copy of the final report will be submitted to the NPS Pacific Northwest CESU Senior Science Advisor.
4. One electronic (pdf) copy of the final report will be submitted to: Carol Simpson, Technical Information Center, Denver Service Center, National Park Service, carol\_simpson@nps.gov.

## ARTICLE VIII – PRIOR APPROVAL

The recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR § 200.308.

\*\*Optional articles may be added here for Property Utilization and Intangible Property\*\*

* *Add Property Utilization article when we are loaning NPS equipment to the recipient or the recipient will purchase equipment (defined as any item costing more than $5,000).*
* *Add Intangible Property article when intellectual property will be produced under this Task Agreement, such as work that may be copyrighted or patented.*

## ARTICLE IX – CLOSEOUT PROCEDURES

1. This Task Agreement shall be closed out in accordance with the procedures stated in 2 CFR §§200.343-345.
2. The recipient shall submit, within 90 calendar days after the end date of the award, all financial, performance, property, and other reports as required by the terms and conditions of the award. NPS may approve extensions when requested by the recipient.
3. Unless NPS authorizes an extension, the recipient shall liquidate all obligations incurred under the award not later than 90 calendar days after the end date of the agreement.
4. The recipient shall promptly refund any balances of unobligated cash that NPS has advanced or paid and that are not authorized to be retained by the recipient for use in other projects.
5. The recipient shall account for any real and personal property acquired with Federal funds or received from NPS in accordance with 2 CFR §§200.310-316.

## ARTICLE X – GENERAL AND SPECIAL PROVISIONS

##### Special Provisions:

1. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.
	1. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
	2. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
	3. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).
2. Conflict of Interest.

The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

1. Reporting Subawards and Executive Compensation.
2. Reporting of first-tier subawards.
3. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph E. of this award term).
4. Where and when to report.
5. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.
6. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
7. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
8. Reporting Total Compensation of Recipient Executives.
9. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
10. The total Federal funding authorized to date under this award is $25,000 or more;
11. In the preceding fiscal year, you received—
12. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
13. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
14. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
15. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
16. As part of your registration profile at <https://www.sam.gov>.
17. By the end of the month following the month in which this award is made, and annually thereafter.
18. Reporting of Total Compensation of Subrecipient Executives.
19. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—
20. In the subrecipient’s preceding fiscal year, the subrecipient received—
	* 1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
		2. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
21. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
22. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
23. To the recipient.
24. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
25. Exemptions.
26. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
27. Subawards, and
28. The total compensation of the five most highly compensated executives of any subrecipient.
29. Definitions. For purposes of this award term:
30. Entity means all of the following, as defined in 2 CFR part 25:
31. A Governmental organization, which is a State, local government, or Indian tribe;
32. A foreign public entity;
33. A domestic or foreign nonprofit organization;
34. A domestic or foreign for-profit organization;
35. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
36. Executive means officers, managing partners, or any other employees in management positions.
37. Subaward:
	1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
	2. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
	3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
38. Subrecipient means an entity that:
	1. Receives a subaward from you (the recipient) under this award; and
	2. Is accountable to you for the use of the Federal funds provided by the subaward.
39. Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
	1. Salary and bonus.
	2. 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 the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
	3. Earnings for services under non-equity incentive plans. This 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.
	4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
	5. Above-market earnings on deferred compensation which is not tax-qualified.
	6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
40. System for Award Management and Universal Identifier Requirements.
	1. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

* 1. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

* 1. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

* 1. A Governmental organization, which is a State, local government, or Indian Tribe;
	2. A foreign public entity;
	3. A domestic or foreign nonprofit organization;
	4. A domestic or foreign for-profit organization; and
	5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

* 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
	2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
	3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

* 1. Receives a subaward from you under this award; and
	2. Is accountable to you for the use of the Federal funds provided by the subaward.

## ARTICLE XI – ATTACHMENTS

The following attachments are hereby incorporated into this Task Agreement. In the event of any apparent conflict between the terms of the Task Agreement and the attachments, the terms of the Task Agreement, including its designations and modifications, will prevail.

1. Description of Methodology or Proposal
2. Budget
3. Standard Form 424, Application for Federal Assistance (incorporated by reference)
4. Standard Form 424A, Budget Information (incorporated by reference)
5. Standard Form 424B, Assurances – Non-Construction Programs (incorporated by reference)
6. Standard Form 425, Federal Financial Report (incorporated by reference)

\*Grants.gov lobbying form required at $100,000:\*

1. Certification Regarding Lobbying from Grants.gov (incorporated by reference)

\*SF-LLL required at $100,000 if the recipient participates in lobbying activities:\*

1. Standard Form LLL, Disclosure of Lobbying Activities (incorporated by reference)

## ARTICLE XII – SIGNATURES

**IN WITNESS WHEREOF**, the parties hereto have executed this Task Agreement on the date(s) set forth below.

**FOR THE RECIPIENT**

Name Date

Title

**FOR THE NATIONAL PARK SERVICE**

Name Date

Title

## Attachment A – Description of Methodology or Proposal

*Provide a description of project methodology or insert project proposal (recommended).*

## Attachment B - Budget

*Note:*

* *It is important to be as detailed as possible in the categories and breakdown of costs. This assists in analyzing the allowability, allocability, and reasonableness of costs per the applicable cost principles.*
* *Salaries should be separated from employee benefits. Make sure benefits are calculated accurately (these change constantly). In addition, separate types of employees (e.g., hourly, faculty, professional staff, classified staff). Please list the employee to facilitate checking the exclusion list hosted on the System for Award Management (SAM) prior to award. For common surnames (e.g. Smith) please include a middle initial.*
* *If the project is paying graduate student tuition, the amount must be broken out and labeled “tuition.” Make sure the amount is correct.*
* *Do not fund a project so cheaply so that if employee benefit rates change or inflation adjustments are made to salaries, the budget goes into the red. If a multi-year project is being funded, allow for inflation on all expenditures.*
* *The maximum indirect cost allowed by the CESU agreement is 17.5%. Your budget should provide a subtotal of direct costs and indicate indirect costs accordingly. Some recipients may not charge indirect costs on all direct costs—which is ok. Make sure that this exemption is noted in the budget so that it does not appear to be an error (an example might be exempting tuition from indirect costs). Note: A lower rate can be negotiated, but CESU Cooperators cannot charge more.*
* *Equipment must be labeled separately in the budget. (From a federal perspective “equipment” usually refers to items that cost more than $5000 per unit.)*
* *A "Budget Narrative" may be used to provide additional detail and documentation, if necessary. Since the CO processing the Task Agreement will analyze the budget in terms of its reasonableness, allowability, and allocability, use the budget narrative to explain any items in the budget that would, in the absence of supporting information, be questionable. Anticipate items on the budget that may prompt additional questions or for which the CO would require additional clarification (e.g., seemingly excessive salary or benefit rates, excessive travel, etc.). Providing context is key; if it is not otherwise made clear in the body of the Task Agreement, the CO will need to ask follow-up questions which can delay the processing of the TA. When writing your budget, consider the CO's fiduciary duty to the government, and proceed accordingly. The CO cannot assume that everything on the budget is reasonable, allowable, or allocable just because it has reached his/her desk.*

**Example budget for CESU TA or cost mod: (Delete budget categories that are not applicable)**

Budget

“Project Title”

Principal Investigator: Dr. (name)

Dates

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Category | Description | Rate | Units | Amount | Total |
| SALARIES |  |  |  |  |  |
|  | PM (Alex J. Smith) | $5,000/month | 1 mo  | 5,000 |  |
|  | Senior Analyst (name, if known) | $30/hour | 50 hours  | 1,500 |  |
|  |  |  |  | Subtotal  | 6,500 |
|  |  |  |  |  |  |
| **BENEFITS** |  |  |  |  |  |
|  | PI | 35% |  | 1,750 |  |
|  | Senior Analyst | 30% |  | 450 |  |
|  |  |  |  | Subtotal | 2,200 |
|  |  |  |  |  |  |
| **TRAVEL** |  |  |  |  |  |
|  | 2 RT by car | $0.50/mile | 200 miles each RT  | 200 |  |
|  | Lodging | $80/night | 2 nights  | 160 |  |
|  | Per diem | $40/day | 4 days  | 160 |  |
|  | RT airfare for conference (SFO-IAD) |  | 1 ticket | 500 |  |
|  | Car rental | $20/day | 10 days | 200 |  |
|  |  |  |  | Subtotal  | 1,220 |
|  |  |  |  |  |  |
| **SUPPLIES** |  |  |  |  |  |
|  | Field supplies |  | notebooks, measuring tapes | 200 |  |
|  | Office supplies |  | Computer disks | 40 |  |
|  |  |  |  | Subtotal  | 240 |
|  |  |  |  |  |  |
| **EQUIPMENT** |  |  |  |  |  |
|  | Field equipment |  | Sampler (be specific) | 5,000 |  |
|  |  |  |  | Subtotal  | 5,000 |
|  |  |  |  |  |  |
| **SUBCONTRACT** |  |  |  |  |  |
|  | Subcontract with XX university or person (need actual name) |  | lab analysis |  | 15,000 |
|  |  |  |  |  |
| **DIRECT COSTS** |  |  |  | 30,160 |
| **INDIRECT COSTS** (XXXX%) |  |  |  | 5,278 |
| **TOTAL PROJECT COSTS** |  |  |  | 35,438 |

Budget Narrative: *(If necessary)*