

**UNIVERSITY OF KANSAS
CENTER FOR RESEARCH, INC.
RESEARCH SUBAWARD AGREEMENT AMENDMENT**

**Research Subaward Face Page
Amendment No. 2**

| | |
|--|--|
| <u>Pass-Through Entity (PTE)</u> | <u>Subrecipient</u> |
| Name: University of Kansas Center for Research, Inc. | Name: Donnelly College |
| Address: Youngberg Hall 2385 Irving Hill Road Lawrence, Kansas 66045 | Address: 608 N 18th St Kansas City, KS 66102-4210 |
| | FEIN No.: 480623882 |
| | DUNS No.: 030656581 |
| Principal Investigator: Michael Hoeflich | Principal Investigator: Richard Wallace |
| <p style="text-align: center;"><u>Federal Award Identification Information</u></p> <p>Name of Federal Awarding Agency: United States Department of Defense Federal Award Identification Number (FAIN): HHM402-17-1-0003 Federal Award Date: 9-28-2019 CFDA Number: 12.598 CFDA Name: Centers for Academic Excellence Federal Award Project Description: Kansas Coalition IC Center for Academic Excellence Is This Award R & D: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No Amount of Federal Funds Obligated This Action: \$9,266 Indirect Cost Rate for the Federal Award: 50.00</p> | |
| <p style="text-align: center;"><u>This Research Subaward Amendment Consists of the Following Parts:</u></p> <ol style="list-style-type: none"> 1. This Research Subaward Amendment Face Page 2. Amended Research Subaward Terms and Conditions 3. Amended Attachment C, Prime Award from PTE's Sponsoring Agency 4. Amended Attachment D, PTE Contacts 5. Amended Attachment E, Subrecipient Contacts | |

**UNIVERSITY OF KANSAS CENTER
FOR RESEARCH, INC.
Amended Research Subaward Terms and Conditions
Amendment No. 2
February 28, 2020**

This document amends the Research Subaward Agreement between the University of Kansas Center for Research, Inc., (hereinafter referred to as KUCR) and Donnelly College (hereinafter referred to as SUBRECIPIENT) and which was effective on September 28, 2017. Funding for this amendment originates with United States Department of Defense, Award Number HHM402-17-1-0003. This amendment number 2 provides time and funds for a third budget period of the project as permitted by KUCR's award notice. The following wording supplements language in the original Research Subaward Agreement:

Section 3. Duration

Additional time is provided for a third budget period of twelve (12) months beginning 9/28/2019 and ending 9/27/2020.

Section 4. Costs and Payments

For the third budget period, KUCR agrees to reimburse the SUBCONTRACTOR no more than \$9,266 to cover the costs of direct labor, supervision, supplies materials and other operating and incidental expenses and indirect costs necessary for the execution of the work, including the cost of any equipment specifically set out in the SUBCONTRACTOR's proposal budget.

All other terms and conditions of the Agreement for Research effective 9/28/2017, and subsequent modifications thereto, remain in full force and effect.

UNIVERSITY OF KANSAS
CENTER FOR RESEARCH, INC.

DONNELLY COLLEGE

Alicia M. Reed, Director
Research Administration

Stuart Swetland
President

Date: _____

Date: _____
EIN: 480623882
DUNS: 030656581

ATTACHMENT D
Pass-through Entity Contacts

Pass-through Entity

Name: University of Kansas Center for Research, Inc.

Address: 2385 Irving Hill Road
Youngberg Hall

City: Lawrence

State: Kansas

Zip Code: 66045

Pass-through Entity's Administrative Contact

Name: Aaron Crim

Address: 2385 Irving Hill Road
Youngberg Hall

City: Lawrence

State: Kansas

Zip Code: 66045

Telephone: 785-864-7443

Fax: 785-864-5049

Email: amcrim@ku.edu

Pass-through Entity's Principal Investigator

Name: Donald Haider-Markel

Address: Hall Center for the Humanities
900 Sunnyside Avenue

City: Lawrence Telephone:

Zip Code: 66045-7622

785-864-9034

Email: dhmarkel@ku.edu

Pass-through Entity's Financial Contact

Name: Anita Abel

Address: 2385 Irving Hill Road
Youngberg Hall

City: Lawrence

State: Kansas

Zip Code: 66045

Telephone: 785-864-6841

Fax: 785-864-5272

Email: aabel@ku.edu

Submit invoices to: kucrsubinv@ku.edu

For invoice questions, please call 785-864-7732

Pass-through Entity's Authorized Official

Name: Alicia Reed

Address: 2385 Irving Hill Road
Youngberg Hall

City: Lawrence

State: Kansas

Zip Code: 66045

Telephone: 785-864-7231

Fax: 785-864-5272

Email: amreed@ku.edu

Attachment E
Subaward Agreement
Subrecipient Contacts

Subaward Number:

Subrecipient Place of Performance

Name:

Address:

City:

State:

Zip Code + 4:
(Look up)

EIN No.:

Institution Type:

Is Subrecipient currently registered in SAM.gov? Yes No

Is Subrecipient exempt from reporting compensation? Yes No

If no , please complete 3B page 2

DUNS No.:

Parent DUNS No.:

Congressional District:

Congressional District:

Subrecipient Administrative Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Subrecipient Principal Investigator (PI)

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-mail:

Subrecipient Financial Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Subrecipient Authorized Official

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

| AMENDMENT OF SOLICITATION, MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES | |
|--|-----------------------------------|---|-----------------------------------|---|
| | | | 1 | 3 |
| 2. AMENDMENT/MODIFICATION NUMBER P00003 | 3. EFFECTIVE DATE SEP 28, 2019 | 4. REQUISITION PURCHASE REQUISITION NUMBER 399-0060-19-Z | 5. PROJECT NUMBER (If applicable) | |
| 6. ISSUED BY Virginia Contracting Activity - ATTN: CFO-HQ Bolling AFB, Bldg. 6000 Washington DC 20340-5100 Joey E. Barden 202-231-6460 joey.barden@dodis.mil | CODE HHQ402 | 7. ADMINISTERED BY (If other than Item 6) Virginia Contracting Activity ATTN: CFO-HQ Building 6000 Washington DC 20340-5100 | CODE ZD50 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. 2385 IRVING HILL RD LAWRENCE KS 66045 | | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER HHM402-17-1-0003 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) SEP 28, 2017 | | |
| CODE 00002939 | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$295,967.00

Modification Obligated Amount: \$295,967.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

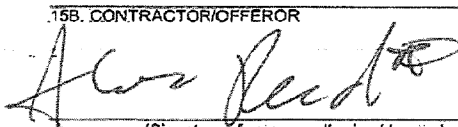

| | |
|-------------------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) 52.217-9 "Option to Extend the Terms of the Contract" |

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

...See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|-------------------------------|---|------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Alicia Reed Director, Research Administration | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony D. Hawkins, Contracting Officer (202)231-3756 anthony.hawkins3@dodis.mil | |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 6-28-2019 | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 06/28/19 |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

UNCLASSIFIED

Continued from Block 14...

The purpose of this modification is to:



1. Exercise option year two (2) of this grant via contract line item (CLIN) 0003;
2. Restructure the CLINs of the contract by making CLIN 0003 an informational CLIN and adding CLIN 0003AA to implement funding for this option exercise;
3. Change the grants officer from Mishelle Miller to Anthony Hawkins; and
4. Update the grant's assistance agreement to reflect the current grant administrative information as shown in the enclosed Option Year Two Assistance Agreement (changes are highlighted in the document).

The total obligation for this grant is increased to \$894,496.00 from \$598,529.00, an increase of \$295,967.00.

All other terms and conditions remain firm and unchanged.

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|------------|
| | <p>The Contracting Officer is the only individual who can legally commit the government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the contract terms and conditions, statement of work, attachments, general provisions or other stipulations of this contract.</p> <p>Contracting Officer: Anthony D. Hawkins, (202)231-3756, anthony.hawkins3dodiis.mil</p> <p>Primary Contracting Officer Representative: Tonia R. Smith, 202-231-4195, dismitr@dodiis.mil</p> <p>Alternate Contracting Officer Representative(s): Lisa D Miles, 202-231-0175, Lisa.Miles@dodiis.mil</p> <p>Primary Technical Point of Contact: Tonia R. Smith, 202-231-4195, dismitr@dodiis.mil</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item)</p> | | | | |
| 0003AA | <p>The Recipient shall perform a program in accordance with the Recipient's technical portion of the proposal entitled 'Intelligence Community Center of Academic Excellence'. The program will establish academic programs; fine-tune curriculum to produce subject matter experts consistent with the needs of public and private sector employers; engage students to pursue these programs and select its course offerings; and partner with rural and under-resourced IHE, government, non-governmental organizations, and entities in the public and private sectors in developing curriculum, teaching courses, and hiring graduates.</p> <p>Accounting and Appropriation Data: ACRN: AC 9790100.4400 119MS9 4101A S49205 01BXX D8MSADI0G1 1084K0T0 610000 \$295,967.00 PR NUMBER: 399-0060-19-Z Period of Performance: 09/28/2019 to 09/27/2020 Pricing Option: Firm-Fixed-Price</p> | 1.00 | EA | 295,967.00 | 295,967.00 |

| ASSISTANCE AGREEMENT | | | | |
|--|--|--|---|-----------------------|
| 1. AMENDMENT/MODIFICATION NO. HHM402-17-1-0003/P00003 | 2. Effective Date 28 Sep 2019 | 3. Purchase Request No. 399-0060-19-Z | 4. CFDA No. 12.598 | 4. a. Page 1 of 15 |
| 5. Awarded To University of Kansas Center for Research, Inc. 200 Strong Hall. 1450 Jayhawk Blvd., Lawrence, KS 66045 DUNS: 071298814 CAGE: 1JHMS | 6. Sponsoring Office Defense Intelligence Agency Bldg. 6000 Joint Base Anacostia - Bolling Washington, DC 20340-5100 Attn: CFO4-MS2 Grants Officer | | 7. Period of Agreement 28 Sep 2019 - 27 Sep 2020 | |
| 8. Type of Agreement Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other <input type="checkbox"/> | 9. Authority SEC. 8, [50 U.S.C. Sec. 403j] | 10. Other - Modification of Contract/Order No. HHM402-17-1-0003/P00003 | | |
| 11. Remittance Address See Article 4 and Government Program Office as referenced in Block 15 | 12. Total Grant Amount: Govt. Share for OY4: \$295,967.00 Cost Share: \$0 Funded Total: \$894,496.00 | Funds Obligated for this Action: \$295,967.00 This Option Year 1: \$298,783.00 Total Obligated: \$894,496.00 | | |
| 14. Principal Investigator Attn: Michael Hoeslich Phone: (785) 864-9259 E-mail: hoeslich@ku.edu | 15. Program Manager: Defense Intelligence Agency Bldg. 6000 /ATTN:ADI-4A 200 MacDill Blvd Joint Base Anacostia - Bolling Washington, DC 20340-5100 phone : (202) 231-4195 E-mail: tonia.smith@dodis.mil | 16. Administrator: Defense Intelligence Agency Bldg. 6000 /ATTN:CFO4-MS2 200 MacDill Blvd Joint Base Anacostia - Bolling Washington, DC 20340-5100 Phone: (202) 231-3756 E-mail: anthony.hawkins3@dodis.mil | | |
| 17. Submit Payment Requests To: See Article 7.6 | 18. Paying Office: NSA01 NSA Finance and Accounting Office PO Box 1685: Att:DF2111 Fort George Meade, MD 207555 Phone: (410) 854-7537 or 7539 Fax: (410) 684-7505 | 19. Submit Reports To See Article 12. Annual & Final Technical Reports See Article 13. Informal Technical Reports See Article 14. Scientific Reports | | |
| 20. Accounting and Appropriation Data 9790100 4400 119MS9 4101A \$49205 01BXX D8MSADJOG1 1084K0T0 610000 | | | | |
| 21. Description of Project: University of Kansas Center for Research Inc. | | | | |
| For the Recipient | | For the United States of America | | |
| 22. Signature of Person Authorized to Sign  | | 25. Signature of Grants/Agreements Officer  | | |
| 23. Name and Title Alicia Reed Director, Research Administration | 24. Date Signed 6-28-19 | 26. Name of Officer Anthony Hawkins Grants Officer | 27. Date Signed 6/28/19 | |

| | | |
|-------------|--|---|
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| | | |

ARTICLE 1 SCOPE OF THE AGREEMENT

The Recipient shall perform a program in accordance with the Recipient's technical portion of the proposal entitled "Kansas Coalition IC Center for Academic Excellence (KC-ICCAE)".

The University of Kansas (KU), Dodge City Community College (DCCC), Seward County Community College (SCCC) and Donnelly College form the Kansas Consortium (KC) ICCAE in order to: 1) develop qualified and diverse graduates who will aspire to enter the intelligence community; and 2) advance faculty research in the national security and intelligence disciplines.

| | |
|---|--------------|
| Period of Agreement – 12 Months – Base Year | |
| Period of Agreement (9/28/2017 – 9/27/2018) | |
| Government's Share | \$299,746.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$299,746.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 1 | |
| Period of Agreement (9/28/2018 – 9/27/2019) | |
| Government's Share | \$298,783.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$298,783.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 2 | |
| Period of Agreement (9/28/2019 – 9/27/2020) | |
| Government's Share | \$295,967.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$295,967.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 3 | |
| Period of Agreement (9/28/2020 – 9/27/2021) | |
| Government's Share | \$298,302.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$298,302.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 4 | |
| Period of Agreement (9/28/2021 – 9/27/2022) | |
| Government's Share | \$295,594.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$295,594.00 |

Type of Agreement: Fixed Price-using Cost accountability principles in accordance with 2CFR200, Subparts and Articles shown herein.

ARTICLE 2 DEFINITIONS

Parties: For the purposes of this Agreement, the parties are the University as listed in block 5 on cover page 7, and the United States of America, hereinafter called the Government, represented by the Defense Intelligence Agency.

Agreement: The articles in this grant and applicable attachments.

Recipient: An organization or other entity receiving a grant from a DoD Component. For purposes of this Agreement, the Recipient is the University as listed in block 5 on cover page 7.

Agreement Period: Twelve months consecutive period from agreement effective date throughout term of the agreement.

ARTICLE 3 ADMINISTRATIVE REQUIREMENTS

- A. This Agreement will be administered in accordance with Title 2 Grants and Agreements, and recipients shall comply with the requirements of, the following, which are incorporated herein by reference:
- Code of Federal Regulations, Subpart B – General Provisions, Sections 200.1xx.
 - Code of Federal Regulations, Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards, Sections 200.2xx.
 - Code of Federal Regulations, Subpart D – Post Federal Award Requirements, Sections 200.3xx.
 - Code of Federal Regulations, Subpart E – Cost Principles Sections 200.4xx.
 - Code of Federal Regulations, Subpart E – Cost Principles Section 200.418 and 419 Special Considerations For Institutions of Higher Education.
 - Code of Federal Regulations, Subpart F – Audit Requirements Section 200.5xx.
 - Incorporated by reference are Appendices I – XII to Part 200.
- B. The following shall be the order of precedence, in descending order, in the event of a conflict:
1. The governing directives above
 2. The articles in this agreement
 3. The attachments to this agreement

ARTICLE 4 ADMINISTRATIVE RESPONSIBILITIES

Grants Administration Office Defense
Intelligence Agency Bldg. 6000
ATTN: CFO4-MS2
200 MacDill Blvd
Washington, DC 20340-5100 Phone:
(202) 231-3756
E-mail: Anthony.Hawkins3@dodiis.mil

DIA Program Representative – Primary
Defense Intelligence Agency
Bldg. 6000
ATTN: Tonia Smith
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-4195
E-mail: Tonia.Smith@dodiis.mil

DIA Program Representative – Alternate
Defense Intelligence Agency
Bldg. 6000
ATTN: Lisa Miles
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-0175
E-mail: Lisa.Miles@dodiis.mil

Matters on Liabilities (IAW Article 19), and Data Rights (IAW Article 22) Submit to:
DIA (see page 1, Block 16 and above) and
Defense Intelligence Agency
Bldg. 6000
ATTN: Office of General Counsel, Max Houtz
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-2821
Fax: (202) 231-6179
E-mail: Max.houtz@dodis.mil

Recipient's Key Personnel
UNIVERSITY OF KANSAS SCHOOL OF LAW
Mr. Michael Hoefflich
300C Green Hall
1535 W. 15th Street
Lawrence, KS 66045
Phone: 785-864-9259
Fax: 785-864-5025
Email: hoefflich@ku.edu

Recipient's Authorized Organizational Representative
AOR Name: Ms. Alicia Reed
Title: Interim Director, Research Admin
Address: 2385 Irving Hill Road
Lawrence, KS 66045-7568
Phone: 785-864-3441
Fax: 785-864-5025
Email: kucrpropmgmt@ku.edu

Remittance Address; Remittance shall be in accordance with the Recipient's registration in the System for Award Management (SAM) database.

ARTICLE 5 TERM OF THE AGREEMENT

The term of this Agreement is from 28 September 2019 through 27 September 2020 representing a twelve-month period of assistance.

ARTICLE 6 KEY PERSONNEL AND OTHER PERSONNEL

Key Personnel include the Principal Investigator and Co-Principal Investigator if applicable. The Principal Investigator must be employed with the university at the time of award and shall be maintained, to the maximum extent possible, throughout this program. The Principal Investigator is not required to be a U.S. citizen. Should changes be necessary, the University shall notify the **DIA Grants Office in Block 6** on cover page 7, in writing of **the proposed substitutes within 30 days of the change in order to obtain approval of the substitution from grant Program Representative.**

KEY PERSONNEL:

Mr. Michael Hoefflich, Principal Investigator

ARTICLE 7 FISCAL MANAGEMENT

7.1 Restrictions of the Use of Government Funds

Government funds provided under this Agreement must be allocated by the Recipient exclusively for the execution and operation of the Agreement Scope. Government funds shall not be utilized to support the Recipient's operations or administration unrelated to this Agreement.

7.2 Obligation

In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to the Agreement. The Government's share for full assistance of this award is: **\$295,967.00**. Of this amount, **\$295,967.00** is obligated under **PR 399-0066-19-Z**, allotted and available. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of funding obligated, allotted and available by the Government.

7.3 Incremental Funding Actions

Unless otherwise specified in the agreement, each successive increment of a continuing grant will be funded at the level specified in Article 1 without a formal request from the recipient provided the annual report has been received from the Principal Investigator.

Incremental funding is contingent on:

- i. Availability of funds;
- ii. Compliance with any special conditions of the agreement.

7.4 Program Income

All program income earned during the project period shall be added to funds committed to the project by the Government and Recipient organization and be used to further eligible program objectives.

7.5 Closeout Adjustments

The Government may make a downward adjustment to the Government funding amount after completion of the effort under an agreement, when appropriate in accordance with 2CFR 200.342.

7.6 Requests for Reimbursement – Supplemental

To request reimbursement of expenditures, recipients shall submit Reimbursement on a quarterly basis. Submission shall be in accordance with Maryland Payment Office web portal. A dedicated PKI is required to access the MPO web portal. In addition, the recipient shall following the invoicing procedures below:

INVOICING PROCEDURES AND PAYMENT

(MAR 2014)

- (a) Invoices shall be submitted through the electronic invoicing internet website using the procedures described at: http://www.nsa.gov/business/programs/electronic_invoicing.shtml, unless otherwise authorized. Access to the electronic invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the electronic commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the electronic commerce office to obtain an account if one currently does not exist.
- (b) At a minimum, invoices must contain the following.
 - (1) Name and address of the Recipient
 - (2) Invoice date and invoice number.
 - (3) Award number

6 of 15

(4) Description, quantities and prices must be described exactly as shown on the contract, including

- (i) Contract Line Item Number (CLIN), (ii) Sub-Line Item Number (SLIN) (**Where no SLIN applies, specify "00" for the SLIN number.**), and (iii) Accounting Classification Reference Number (ACRN). (NOTE: An invoice not properly allocated to include all three of these numbers shall be an improper invoice under the Prompt Payment Act and automatically rejected by the paying office.)

(5) Name of the recipient's official (and address) to which payment is to be sent, if other than Electronic Funds Transfer (EFT) is authorized.

(6) Shipping/payment terms (e.g., date of shipment, address, discount for prompt payment).

(7) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.

(8) Taxpayer Identification Number (TIN), EFT banking information, and Data Universal Numbering System (DUNS) number.

(9) Government Program POC and COR's name.

(10) Any other information or documentation required by the agreement

(c) The grantee shall invoice for the **full amount, upon effective date of the award.**

(d) The COR is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice.

(e) Questions regarding payment shall be directed to the Finance and Accounting Office at (443) 654-3700.

Recipient shall submit Performance Progress Report document SF298 on an end of semester basis. Additionally, the Federal Financial Report document SF425 shall be submitted on a Quarterly basis. Both documents are to be submitted to the Program Representative in block 15 on cover page 7 for this TWELVE month assistance agreement. Reports are due no later than 30 days after ending period.

ARTICLE 8 REVISIONS TO FINANCIAL PLANS

A. The financial plan or approved budget is the financial expression of the effort to be performed under this agreement as approved during the award process. This agreement and its terms and conditions reflect the approved financial plan. Some changes to the plan require prior approval, as described below.

B. Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with this section. In accordance with 2CFR200.308 – Revision of budget and program plans.

C. In addition; funded agreement periods and associated funded amounts **shall not be carried forward** into the next option period of performance to be exercised. Where no option period of performance exists, a onetime no cost extension may be issued upon written approval and issuance of a modification from the Grants Officer.

D. All other "prior approvals" required by the applicable cost principles are waived, **except** the following:

1. Change the scope, intent of this assistance agreement. The Principal Investigator must consult with the Program Office and receive written approval from the Grants Officer before deviating from the scope and intent defined in the grant proposal or any sub-award, transfer or contracting out of substantive program performance under this agreement.
2. Change key personnel. The Recipient shall request prior approval from the DIA IC-CAE Program Office if the principal investigator cannot or will not devote substantially the same amount of time to the project as proposed or if he or she will not be able to otherwise perform as originally proposed. If the approved Principal Investigator severs his or her connection with the recipient institution or otherwise relinquishes active direction of the grant, either permanently or for a significant length of time (three months or more), the recipient institution must either:
 - i. Appoint a replacement Principal Investigator with the approval of the Program Office, or
 - ii. Relinquish the Assistance Agreement, in which case the Agreement shall be terminated.

3. Change the recipient institution's cost share amount reflected in the approved budget.
4. Require no cost extensions upon approval of revised budget distributions.
5. Funds obligated under this Assistance Agreement are designated as Operations and Maintenance Fiscal year monies to be expended during the twelve (12) month period of performance. **Carry-over is prohibited as appropriation law will NOT allow funds to be carried over.** For each period of assistance, funds obligated are represented by a unique accounting code as shown in Block 20 on cover page 7 and the SF 30 Schedule B. All funds obligated are to be expended within the designated period of performance.
6. SPECIAL CONDITIONS - N/A
7. OPTION - The Government may extend the term of this grant by issuing a unilateral modification for information shown in Article 1.

ARTICLE 8.1 APPROVALS – Supplemental

For institutions of higher education, hospitals, and other non-profit organizations as appropriate, prior approval of the following deviations from budget and program plans is required:

- (1) The Recipient must consult the Program Representative specified in Block 15 on cover page 7, and notify the Grants Officer in Block 16 for review and approval before deviating from the Intelligence Community – Center for Academic Excellence grant award intent defined in the primary awardee grant proposal, that may include additional sub-award(s), transfer(s) or contracting out in whole or in part the grant intent or programmatic performance under this award/assistance agreement.
- (2) Support for the project may not continue without the active direction of the Principal Investigator approved for, and identified in, this Grant. If the approved Principal Investigator severs his or her connection with the Recipient or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Recipient must either:
 - (i) Appoint a replacement Principal Investigator with the approval of the Program Representative in Block 15 through the Grant Procurement Office in Block 6 on cover page 7, or
 - (ii) Relinquish the Grant, in which case the Grant shall be terminated in accordance with the "termination" provision in Title 2 Grants and Agreements CFR Part 200 Subpart D Remedies for Noncompliance Sections 200.338; 339; 340; 341; and 342, as appropriate.
- (3) Extension for the expiration period of this Grant – The Grants Office in Block 16 on cover page 7, has authority to approve a no-funds extension request meeting all of the following parameters:
 - (i) a one - time basis only; and
 - (ii) for a period not to exceed 6 months; and
 - (iii) is at end of the period of performance with no follow-on performance period exercised or available to be exercised.

For a no-cost extension to be effective, a written grant modification shall be issued and signed by the Grants Officer in Block 16 on cover page 7.

ARTICLE 9 TRAVEL - ACTIVITIES ABROAD

The Recipient shall assure that in the event project activities are to be carried on outside the United States shall be coordinated, as necessary, with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Recipient compliance with the laws and regulations of the country in which travel and activities are conducted therein.

ARTICLE 10 ACTIVITY REPORTS

10.1 Activity Reports to indicate actions in compliance with Recipient's proposed intent.

A. For the purpose of the IC CAE Program, Performance Progress Reporting are due no later than 30 days after the end of each semester under the period of agreement. This report will provide a concise and factual discussion of the significant accomplishments and progress during the period covered by the report. Each of the topics described below shall be addressed for the effort being performed:

1. A comparison of actual accomplishments with the intent and objectives established in the proposal for the period of performance and the observations by the principle investigator, captured on SF 298; block 14.
2. Reasons why intent, objectives or goals were met (or not), if appropriate.
3. Other pertinent information including explanation of budget changes, when applicable.

10.2 Report Submittal

The Recipient shall submit reports to DIA's Program Office within 30 days after completion of the semester period covered by the report via softcopy to Tonia.Smith@dodiis.mil. A PDF copy of the report shall be e-mailed to the Grants Officer Mishelle.Miller@dodiis.mil and should contain the Award Number specified in Block 1 along with a brief description. Recipient shall submit the Federal Financial Report FFR425 on a quarterly basis.

10.3 Final Report

A Final Report is due on or before 30 days after completion of the agreement. This report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the total period of the assistance agreement. Each of the topics described shall be addressed as in accordance with the original proposal submission intent for the grant performed. Publications may be bound and attached as appendices.

10.4 Format

Standard Form (SF) 298, Report Documentation Page, shall be used. Item 14 of the form should contain a maximum of 200 word abstract summarizing progress during each reporting periods. Style should be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All report submission shall be of legible, typed and good quality format for copying purposes.

ARTICLE 11 GOVERNMENT VISITS

The Government will schedule (if required) on-site visit(s) with Recipient to assess and monitor program implementation, changes as well as discuss project intent, status and budget.

ARTICLE 12 REPORTING FINANCIAL INFORMATION

Recipients shall submit financial reporting information in accordance with the following.

12.1 Interim Financial Reports

- A. The Recipient shall submit an interim Federal Financial Report (FFR 425) within 30 days following the end of each quarter. The signed original should be submitted to the Grants Representative identified in Block 15 on cover page 7 and a copy should be submitted to the Grants Officer identified in Block 16. Recipients are required to update, certify and submit the FFR to DIA by the due date even if funds have not been drawn or invoiced during the reporting period.
- B. A no less than end of quarterly submission of expenditures, by proposed budget category, shall be **submitted, complete with support invoices and certification**, for the purposes of invoice reimbursement. Both cash management and financial status information are to be reported on the same form for single award reporting.

12.2 Final Federal Financial Report

The recipient shall submit the final FFR 425 no later than 60 days following the completion of each annual period of agreement. The signed original shall be submitted to the identified as Program Representative in block 15 on cover page 7, and a copy submitted to the Grants Office identified in block 16 on cover page 7.

ARTICLE 13 MODIFICATIONS

Any party to this Agreement who wishes to modify the Agreement shall confer in good faith with the other signatory parties to determine the desirability of the proposed modification. Modifications shall not be effective until an authorized modification is issued by the Grants Officer and signed by the Agreement signatories (or their successors). Administrative modifications may be unilaterally executed by the DIA Grants Officer.

ARTICLE 14 SUSPENSION AND TERMINATION PROCEDURES

14.1 The Government reserves the right to suspend or terminate this agreement for cause.

If the Recipient fails to comply with the terms and conditions of this agreement, the DIA Grants Officer will provide written notice of breach or deficiency to the Recipient and will provide the Recipient an opportunity to explain or correct the breach or deficiency within 30 days from receipt of notice. If grounds for termination for cause still exist, the Government may terminate or suspend the assistance agreement. If suspension is invoked, the Government may withhold further payments, or prohibit the Recipient from incurring additional obligation of funds until corrective action is taken. In accordance with 2CFR200 for Remedies for Noncompliance under Subpart D Post Federal Award Requirements – Standards for financial and Program Management; starting at Section 200.338; 339; 340; 341; and 342, will be implemented if circumstances provide evidence warranting actions that may lead to termination.

If this agreement bound by Section 200.344 for Post-Closeout adjustments and Continuing Responsibilities as well as Section 200.345 for Collection of Amounts Due.

The agreement may be suspended or terminated in whole or in part in any of the following situations by:

- A. DIA when the recipient has materially failed to comply with the intent of the assistance agreement;
- B. DIA when it has other reasonable cause; including departure of the Principal Investigator without notice or substitution.
- C. DIA and the recipient by mutual agreement (if DIA and the recipient cannot reach an agreement, DIA reserves the right to unilaterally terminated the assistance agreement); or
- D. The recipient on written notice to DIA setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if DIA determines that the un-terminated portion will not accomplish the purposes of the agreement, it may suspend or terminate the entire agreement.)
- E. Notwithstanding the above, for security or safety reasons or in the case of a serious breach that could lead to irreparable damage, DIA Grants Officer may order immediate suspension of work, in whole or in part.

ARTICLE 15 - INFORMAL RESOLUTION OF GRANT ADMINISTRATION DISPUTES

- A. Consistent with the Recommendation on Grant Disputes by the Administrative Conference of the U.S., and with the intent of the provisions of Alternative Dispute Resolution, the DIA provides the informal resolution processes described below concerning disputes or disagreements that may arise over a Grants Officer's post-award decisions under a DIA agreement.

B. Scope of Post-Award Disputes Covered

The disputes below are covered under this process:

1. Cost disallowances pursuant to a Grants Officer's decision (e.g., specific disallowances under an individual grant or as a result of an audit report);
2. Termination orders; and
3. The final clearance amount under a termination.

C. Procedures

1. The recipient should submit a certified letter to DIA's Senior Procurement Executive via the Grants Officer noting the recipient's disagreement or dispute and identifying DIA's Grants Officer's decision in question, giving reasons for the request for review and providing any other material pertinent to the request.
2. The letter to the Senior Procurement Executive must be postmarked no later than 30 days after the date of the letter notifying the recipient of the decision in question. The time for filing a request for review is strictly enforced and no extensions for the purpose of preparing it will be granted.
3. The request for review need not follow a prescribed format; however, it must contain a full statement of the recipient's position with respect to the disputed matter and the facts and reasons in support of the recipient's position. Requests will be reviewed if the recipient submits new information (which was unavailable at the time of the original decision); if an error in fact or application of Agency policy is noted in the original decision; or improper procedures were followed in the original decision.
4. The Senior Procurement Executive will review or designate one or more individuals to review the matter. One reviewing official will be at least at a management level equivalent to the official who made the decision that is being reviewed. In no case, will the review be undertaken by any individual involved with the decision or involved in recommending and/or monitoring the scientific and engineering aspects of the project or responsible for negotiating and/or administering its business aspects.
5. The designated individual(s) will review and consider all relevant information available. A report which identifies the conclusion and recommendation will be completed within 30 days and forwarded to the Senior Procurement Executive or his/her designee for a final and un-appealable written decision for DIA. The Senior Procurement Executive or his/her designee will communicate the decision in writing to the recipient.

ARTICLE 16 ENVIRONMENTAL STANDARDS

The Recipient agrees to the following environment standards;

- A. Comply with applicable provisions of the Clean Air Act (42 U.S.C 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971- 1 975 Comp., p799] and Environmental Protection Agency (EPA) rules at 40 CFR part 15. In accordance with the EPA rules, the Recipient further agrees that it will:
 - Not use any facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.
- B. Identify to the awarding agency any impact this award may have on the quality of the human environment, and provide help DIA may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases,

the Recipient agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground) until DIA provides written Approval.

ARTICLE 17 NON-DISCRIMINATION

By signing this agreement or accepting funds under the agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

- A. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.).
- B. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.)
- C. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by the Department of Health and Human Services regulations at 45 CFR part 90.
- D. On the basis of disability, in the Americans with Disabilities Act.

ARTICLE 18 CERTIFICATIONS

The following Certifications, which have been executed by the Recipient prior to award of this agreement, are hereby incorporated by reference:

- A. Certification regarding Debarment, Suspension, and Other Responsibility Matters.
- B. Certification regarding Drug-Free Workplace Requirements.
- C. Certification regarding Lobbying.

ARTICLE 19 LIABILITY

To the extent allowable by law, DIA assumes no liability for accidents, illnesses or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The Recipient institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

ARTICLE 20 SPONSORSHIP WITHIN THE INTELLIGENCE COMMUNITY

This grant is managed by the Defense Intelligence Agency, an organization within the Intelligence Community. To ensure compliance with Executive Order 12333, dated 4 December 1981, (revised 30 July 08) the individual signing this assistance agreement on behalf of the academic institution is authorized by that institution to contract with an organization within the Intelligence Community.

ARTICLE 21 PRIOR APPROVALS

As appropriate, prior approval of the following deviations from budget and program plans/intent are required:

- A. The Recipient must consult the Program Office in Block 15 on cover page 7 with coordination through the Grant Office in Block 16 before deviating from the scope, intent and or budget defined in the finalized and negotiated grant proposal for any sub-award, transfer or contracting out of substantive program performance under this award.
- B. The Recipient must consult the Program Office in Block 15 on cover page 7 with coordination through the Grant Office in Block 16 before deviating from or substituting the designated Principal Investigator identified herein. In the event the approved Principal Investigator severs his or her connection with the Recipient or otherwise relinquishes

active direction of the project, either permanently or for a significant length of time (three months or more), the Recipient must either:

1. Appoint a replacement Principal Investigator with the approval of the Program Officer in Block 15 through a modification issued by the Grants Officer in Block 16 on cover page 7, or
 2. Relinquish the Grant, in which case the Grant shall be terminated
- C. Extension for the expiration period of this Grant – The Grant Officer in Block 16 on cover page 7 is the only authority authorized to approve an extension request meeting all of the below parameters:
1. a one - time basis only; and
 2. for a period not to exceed 6 months; and
 3. At end of the period of agreement with no follow-on performance period exercised or available to be exercised.

For an extension to be effective, a written grant modification must be issued and signed by the Grants Officer in Block 16.

ARTICLE 22 DATA RIGHTS

- A. All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Recipient.
- B. The Recipient hereby grants to the U.S. Government an irrevocable, non-exclusive, non-transferable, royalty-free, fully paid-up license to use, duplicate, or disclose for governmental purposes any data, technology and inventions, whether patented or not, made or developed under this Agreement and in accordance with 10 U.S.C. 2320.
- C. The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.
- D. The Recipient is responsible for affixing appropriate markings indicating the rights of the Government on all data and technical data delivered under the agreement. The Government shall be deemed to have unlimited rights in all data and technical data delivered without markings.

ARTICLE 23 USING TECHNICAL INFORMATION RESOURCES

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going Intelligence Community programmatic efforts.

ARTICLE 24 TRAFFICKING IN PERSONS PROTECTION

- A. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, sub recipients under this award, and sub-recipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub awards under the award.
 2. This Federal Awarding Agency may unilaterally terminate this award, without penalty, if you or 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 DIA 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 is provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement).
- B. Provision applicable to a recipient other than a private entity. We as the Federal Government awarding agency may unilaterally terminate this award, without penalty, if a sub recipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 - 2. Has an employee who is determined by DIA official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement).
- C. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. 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:
 - 1. “Employee” means either:
 - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced Labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in definition of Indian tribe at 2 CFR 175.25 (b).
 - b. A for-profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ARTICLE 25 USE OF STANDARD FORM 1449 AND SF30 FOR MODIFICATIONS

SF 30 Cover Commentary

The SF30 is a Non-standard grant format. DIA’s Contract Management System currently process acquisitions for supplies and services. Therefore, in order to facilitate issuing a grant instrument with a CDFA designate number the

signature page shown as page 7 format is hereby used to obligate and route as a grant financial transaction. Recipient signature on page 7 is requisite for DIA's administrative and financial processing systems. Page 7 of this document is hereby known as the Grant Assistance Agreement signature page of record.

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES | |
|--|--|---------------------------------------|--|---|--|--|----|
| | | | | | | 1 | 18 |
| 2. AMENDMENT/MODIFICATION NUMBER P00004 | | 3. EFFECTIVE DATE SEP 28, 2019 | | 4. REQUISITION/PURCHASE REQUISITION NUMBER | | 5. PROJECT NUMBER (If applicable) | |
| 6. ISSUED BY Virginia Contracting Activity - ATTN: CFO-HQ Bolling AFB, Bldg. 6000 Washington DC 20340-5100 Joey E. Barden 202-231-6460 joey.barden@dodis.mil | | CODE HH0402 | | 7. ADMINISTERED BY (If other than Item 6) Virginia Contracting Activity ATTN: CFO-HQ Building 6000 Washington DC 20340-5100 | | CODE ZD50 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. 2385 IRVING HILL RD LAWRENCE KS 66045 | | | | DUNS: 076246616 Cage Code: 0A198 | | (X) 9A. AMENDMENT OF SOLICITATION NUMBER | |
| | | | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER HHM402-17-1-0003 | |
| CODE 00002939 | | | | FACILITY CODE | | (X) 10B. DATED (SEE ITEM 13) SEP 28, 2017 | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | Modification Amount: \$0.00 Modification Obligated Amount: \$0.00 | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14. | | | | | | | |
| CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. | | | | | | | |
| <input type="checkbox"/> | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | |
| <input checked="" type="checkbox"/> | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| <input type="checkbox"/> | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| <input type="checkbox"/> | | | | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | |
| This modification is to allow the University to invoice for the entire amount of the grant option year from 28 Sep 2019 - 27 Sep 2020 on the effective date of the option's period of performance start date, 28 Sep 2019. See 7.6(c) of the attached revised version of the Assistance Agreement. | | | | | | | |
| The obligation and value of ... See Continuation Page | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| | | | | Anthony D. Hawkins, Contracting Officer (202)231-3756 anthony.hawkins@dodis.mil | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
|  | | 7-1-19 | |  | | 07/01/19 | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Continued from Block 14...

this grant remain unchanged.

All other terms and conditions remain firm and unchanged.

UNCLASSIFIED
Attachment Page

| ASSISTANCE AGREEMENT | | | | |
|--|--|--|--|---|
| 1. AMENDMENT/MODIFICATION NO. HHM402-17-1-0003/P00003 | 2. Effective Date 28 Sep 2019 | 3. Purchase Request No. 399-0060-19-Z | 4. CFDA No. 12.598 | 4. a. Page 1 of 15 |
| 5. Awarded To University of Kansas Center for Research, Inc. 200 Strong Hall, 1450 Jayhawk Blvd., Lawrence, KS 66045 DUNS: 071298814 CAGE: 1JHM5 | | 6. Sponsoring Office Defense Intelligence Agency Bldg. 6000 Joint Base Anacostia - Bolling Washington, DC 20340-5100 Attn: CFO4-MS2 Grants Officer | | 7. Period of Agreement 28 Sep 2019 - 27 Sep 2020 |
| 8. Type of Agreement Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other <input type="checkbox"/> | 9. Authority SEC. 8. [50 U.S.C. Sec. 403j] | | 10. Other - Modification of Contract/Order No. HHM402-17-1-0003/P00003 | |
| 11. Remittance Address See Article 4 and Government Program Office as referenced in Block 15 | 12. Total Grant Amount: Govt. Share for OY4: \$295,967.00 Cost Share: \$0 Funded Total: \$894,496.00 | | Funds Obligated for this Action: \$295,967.00 This Option Year 1: \$298,783.00 Total Obligated: \$894,496.00 | |
| 14. Principal Investigator Attn: Michael Hoeflich Phone: (785) 864-9259 E-mail: hoeflich@ku.edu | 15. Program Manager: Defense Intelligence Agency Bldg. 6000 /ATTN:ADI-4A 200 MacDill Blvd Joint Base Anacostia - Bolling Washington, DC 20340-5100 phone : (202) 231-4195 E-mail: tonia.smith@dodis.mil | | 16. Administrator: Defense Intelligence Agency Bldg. 6000 /ATTN:CFO4-MS2 200 MacDill Blvd Joint Base Anacostia - Bolling Washington, DC 20340-5100 Phone: (202) 231-3756 E-mail: anthony.hawkins3@dodis.mil | |
| 17. Submit Payment Requests To: See Article 7.6 | 18. Paying Office: NSA01 NSA Finance and Accounting Office PO Box 1685; Att:DF2111 Fort George Meade, MD 207555 Phone: (410) 854-7537 or 7539 Fax: (410) 684-7505 | | 19. Submit Reports To See Article 12, Annual & Final Technical Reports See Article 13, Informal Technical Reports See Article 14, Scientific Reports | |
| 20. Accounting and Appropriation Data 9790100.4400 119MS9 4101A S49205 01BXX D8MSADI0G1 1084K0T0 610000 | | | | |
| 21. Description of Project: University of Kansas Center for Research Inc. | | | | |
| For the Recipient | | For the United States of America | | |
| 22. Signature of Person Authorized to Sign | | 25. Signature of Grants/Agreements Officer | | |
| 23. Name and Title | 24. Date Signed | 26. Name of Officer Anthony Hawkins Grants Officer | 27. Date Signed | |

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| | | |

ARTICLE 1 SCOPE OF THE AGREEMENT

The Recipient shall perform a program in accordance with the Recipient's technical portion of the proposal entitled "Kansas Coalition IC Center for Academic Excellence (KC-ICCAE)".

The University of Kansas (KU), Dodge City Community College (DCCC), Seward County Community College (SCCC) and Donnelly College form the Kansas Consortium (KC) ICCAE in order to: 1) develop qualified and diverse graduates who will aspire to enter the intelligence community; and 2) advance faculty research in the national security and intelligence disciplines.

| | |
|---|--------------|
| Period of Agreement – 12 Months – Base Year | |
| Period of Agreement (9/28/2017 – 9/27/2018) | |
| Government's Share | \$299,746.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$299,746.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 1 | |
| Period of Agreement (9/28/2018 – 9/27/2019) | |
| Government's Share | \$298,783.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$298,783.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 2 | |
| Period of Agreement (9/28/2019 – 9/27/2020) | |
| Government's Share | \$295,967.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$295,967.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 3 | |
| Period of Agreement (9/28/2020 – 9/27/2021) | |
| Government's Share | \$298,302.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$298,302.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 4 | |
| Period of Agreement (9/28/2021 – 9/27/2022) | |
| Government's Share | \$295,594.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$295,594.00 |

Type of Agreement: Fixed Price-using Cost accountability principles in accordance with 2CFR200, Subparts and Articles shown herein.

ARTICLE 2 DEFINITIONS

Parties: For the purposes of this Agreement, the parties are the University as listed in block 5 on cover page 7, and the United States of America, hereinafter called the Government, represented by the Defense Intelligence Agency.

Agreement: The articles in this grant and applicable attachments.

Recipient: An organization or other entity receiving a grant from a DoD Component. For purposes of this Agreement, the Recipient is the University as listed in block 5 on cover page 7.

Agreement Period: Twelve months consecutive period from agreement effective date throughout term of the agreement.

ARTICLE 3 ADMINISTRATIVE REQUIREMENTS

- A. This Agreement will be administered in accordance with Title 2 Grants and Agreements, and recipients shall comply with the requirements of, the following, which are incorporated herein by reference:
- Code of Federal Regulations, Subpart B – General Provisions, Sections 200.1xx.
 - Code of Federal Regulations, Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards, Sections 200.2xx.
 - Code of Federal Regulations, Subpart D – Post Federal Award Requirements, Sections 200.3xx.
 - Code of Federal Regulations, Subpart E – Cost Principles Sections 200.4xx.
 - Code of Federal Regulations, Subpart E – Cost Principles Section 200.418 and 419 Special Considerations For Institutions of Higher Education.
 - Code of Federal Regulations, Subpart F – Audit Requirements Section 200.5xx.
 - Incorporated by reference are Appendices I – XII to Part 200.
- B. The following shall be the order of precedence, in descending order, in the event of a conflict:
1. The governing directives above
 2. The articles in this agreement
 3. The attachments to this agreement

ARTICLE 4 ADMINISTRATIVE RESPONSIBILITIES

Grants Administration Office Defense
Intelligence Agency Bldg. 6000
ATTN: CFO4-MS2
200 MacDill Blvd
Washington, DC 20340-5100 Phone:
(202) 231-3756
E-mail: Anthony.Hawkins3@dodiis.mil

DIA Program Representative – Primary
Defense Intelligence Agency
Bldg. 6000
ATTN: Tonia Smith
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-4195
E-mail: Tonia.Smith@dodiis.mil

DIA Program Representative – Alternate
Defense Intelligence Agency
Bldg. 6000
ATTN: Lisa Miles
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-0175
E-mail: Lisa.Miles@dodiis.mil

Matters on Liabilities (IAW Article 19), and Data Rights (IAW Article 22) Submit to:

DIA (see page 1, Block 16 and above) and
Defense Intelligence Agency
Bldg. 6000
ATTN: Office of General Counsel, Max Houtz
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-2821
Fax: (202) 231-6179
E-mail: Max.houtz@dodis.mil

Recipient's Key Personnel

UNIVERSITY OF KANSAS SCHOOL OF LAW
Mr. Michael Hoeflich
300C Green Hall
1535 W. 15th Street
Lawrence, KS 66045
Phone: 785-864-9259
Fax: 785-864-5025
Email: hoeflich@ku.edu

Recipient's Authorized Organizational Representative

AOR Name: Ms. Alicia Reed
Title: Interim Director, Research Admin
Address: 2385 Irving Hill Road
Lawrence, KS 66045-7568
Phone: 785-864-3441
Fax: 785-864-5025
Email: kucrpropmgmt@ku.edu

Remittance Address: Remittance shall be in accordance with the Recipient's registration in the System for Award Management (SAM) database.

ARTICLE 5 TERM OF THE AGREEMENT

The term of this Agreement is from 28 September 2019 through 27 September 2020 representing a twelve-month period of assistance.

ARTICLE 6 KEY PERSONNEL AND OTHER PERSONNEL

Key Personnel include the Principal Investigator and Co-Principal Investigator if applicable. The Principal Investigator must be employed with the university at the time of award and shall be maintained, to the maximum extent possible, throughout this program. The Principal Investigator is not required to be a U.S. citizen. Should changes be necessary, the University shall notify the **DIA Grants Office in Block 6** on cover page 7, in writing of **the proposed substitutes within 30 days of the change in order to obtain approval of the substitution from grant Program Representative.**

KEY PERSONNEL:

Mr. Michael Hoeflich, Principal Investigator

ARTICLE 7 FISCAL MANAGEMENT

7.1 Restrictions of the Use of Government Funds

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Government funds provided under this Agreement must be allocated by the Recipient exclusively for the execution and operation of the Agreement Scope. Government funds shall not be utilized to support the Recipient's operations or administration unrelated to this Agreement.

7.2 Obligation

In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to the Agreement. The Government's share for full assistance of this award is: **\$295,967.00**. Of this amount, **\$295,967.00** is obligated under **PR 399-0066-19-Z**, allotted and available. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of funding obligated, allotted and available by the Government.

7.3 Incremental Funding Actions

Unless otherwise specified in the agreement, each successive increment of a continuing grant will be funded at the level specified in Article 1 without a formal request from the recipient provided the annual report has been received from the Principal Investigator.

Incremental funding is contingent on:

- i. Availability of funds;
- ii. Compliance with any special conditions of the agreement.

7.4 Program Income

All program income earned during the project period shall be added to funds committed to the project by the Government and Recipient organization and be used to further eligible program objectives.

7.5 Closeout Adjustments

The Government may make a downward adjustment to the Government funding amount after completion of the effort under an agreement, when appropriate in accordance with 2CFR 200.342.

7.6 Requests for Reimbursement – Supplemental

To request reimbursement of expenditures, recipients shall submit Reimbursement on a quarterly basis. Submission shall be in accordance with Maryland Payment Office web portal. A dedicated PKI is required to access the MPO web portal. In addition, the recipient shall following the invoicing procedures below:

INVOICING PROCEDURES AND PAYMENT

(MAR 2014)

- (a) Invoices shall be submitted through the electronic invoicing internet website using the procedures described at: http://www.nsa.gov/business/programs/electronic_invoicing.shtml, unless otherwise authorized. Access to the electronic invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the electronic commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the electronic commerce office to obtain an account if one currently does not exist.
- (b) At a minimum, invoices must contain the following.
 - (1) Name and address of the Recipient
 - (2) Invoice date and invoice number.
 - (3) Award number

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- (4) Description, quantities and prices must be described exactly as shown on the contract, including
 - (i) Contract Line Item Number (CLIN), (ii) Sub-Line Item Number (SLIN) (**Where no SLIN applies, specify "00" for the SLIN number.**), and (iii) Accounting Classification Reference Number (ACRN). (NOTE: An invoice not properly allocated to include all three of these numbers shall be an improper invoice under the Prompt Payment Act and automatically rejected by the paying office.)
- (5) Name of the recipient's official (and address) to which payment is to be sent, if other than Electronic Funds Transfer (EFT) is authorized.
- (6) Shipping/payment terms (e.g., date of shipment, address, discount for prompt payment).
- (7) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN), EFT banking information, and Data Universal Numbering System (DUNS) number.
- (9) Government Program POC and COR's name.
- (10) Any other information or documentation required by the agreement
- (c) The grantee shall invoice for the full amount, upon effective date of the award.
- (d) The COR is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice.
- (e) Questions regarding payment shall be directed to the Finance and Accounting Office at (443) 654-3700.

Recipient shall submit Performance Progress Report document SF298 on an end of semester basis. Additionally, the Federal Financial Report document SF425 shall be submitted on a Quarterly basis. Both documents are to be submitted to the Program Representative in block 15 on cover page 7 for this TWELVE month assistance agreement. Reports are due no later than 30 days after ending period.

ARTICLE 8 REVISIONS TO FINANCIAL PLANS

- A. The financial plan or approved budget is the financial expression of the effort to be performed under this agreement as approved during the award process. This agreement and its terms and conditions reflect the approved financial plan. Some changes to the plan require prior approval, as described below.
- B. Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with this section. In accordance with 2CFR200.308 – Revision of budget and program plans.
- C. In addition; funded agreement periods and associated funded amounts **shall not be carried forward** into the next option period of performance to be exercised. Where no option period of performance exists, a onetime no cost extension may be issued upon written approval and issuance of a modification from the Grants Officer.
- D. All other "prior approvals" required by the applicable cost principles are waived, **except** the following:
 - 1. Change the scope, intent of this assistance agreement. The Principal Investigator must consult with the Program Office and receive written approval from the Grants Officer before deviating from the scope and intent defined in the grant proposal or any sub-award, transfer or contracting out of substantive program performance under this agreement.
 - 2. Change key personnel. The Recipient shall request prior approval from the DIA IC-CAE Program Office if the principal investigator cannot or will not devote substantially the same amount of time to the project as proposed or if he or she will not be able to otherwise perform as originally proposed. If the approved Principal Investigator severs his or her connection with the recipient institution or otherwise relinquishes active direction of the grant, either permanently or for a significant length of time (three months or more), the recipient institution must either:
 - i. Appoint a replacement Principal Investigator with the approval of the Program Office, or
 - ii. Relinquish the Assistance Agreement, in which case the Agreement shall be terminated.

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3. Change the recipient institution's cost share amount reflected in the approved budget.
4. Require no cost extensions upon approval of revised budget distributions.
5. Funds obligated under this Assistance Agreement are designated as Operations and Maintenance Fiscal year monies to be expended during the twelve (12) month period of performance. **Carry-over is prohibited as appropriation law will NOT allow funds to be carried over.** For each period of assistance, funds obligated are represented by a unique accounting code as shown in Block 20 on cover page 7 and the SF 30 Schedule B. All funds obligated are to be expended within the designated period of performance.
6. SPECIAL CONDITIONS - N/A
7. OPTION - The Government may extend the term of this grant by issuing a unilateral modification for information shown in Article 1.

ARTICLE 8.1 APPROVALS – Supplemental

For institutions of higher education, hospitals, and other non-profit organizations as appropriate, prior approval of the following deviations from budget and program plans is required:

- (1) The Recipient must consult the Program Representative specified in Block 15 on cover page 7, and notify the Grants Officer in Block 16 for review and approval before deviating from the Intelligence Community – Center for Academic Excellence grant award intent defined in the primary awardee grant proposal, that may include additional sub-award(s), transfer(s) or contracting out in whole or in part the grant intent or programmatic performance under this award/assistance agreement.
- (2) Support for the project may not continue without the active direction of the Principal Investigator approved for, and identified in, this Grant. If the approved Principal Investigator severs his or her connection with the Recipient or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Recipient must either:
 - (i) Appoint a replacement Principal Investigator with the approval of the Program Representative in Block 15 through the Grant Procurement Office in Block 6 on cover page 7, or
 - (ii) Relinquish the Grant, in which case the Grant shall be terminated in accordance with the "termination" provision in Title 2 Grants and Agreements CFR Part 200 Subpart D Remedies for Noncompliance Sections 200.338; 339; 340; 341; and 342, as appropriate.
- (3) Extension for the expiration period of this Grant – The Grants Office in Block 16 on cover page 7, has authority to approve a no-funds extension request meeting all of the following parameters:
 - (i) a one - time basis only; and
 - (ii) for a period not to exceed 6 months; and
 - (iii) is at end of the period of performance with no follow-on performance period exercised or available to be exercised.

For a no-cost extension to be effective, a written grant modification shall be issued and signed by the Grants Officer in Block 16 on cover page 7.

ARTICLE 9 TRAVEL - ACTIVITIES ABROAD

The Recipient shall assure that in the event project activities are to be carried on outside the United States shall be coordinated, as necessary, with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Recipient compliance with the laws and regulations of the country in which travel and activities are conducted therein.

ARTICLE 10 ACTIVITY REPORTS

10.1 Activity Reports to indicate actions in compliance with Recipient's proposed intent.

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A. For the purpose of the IC CAE Program, Performance Progress Reporting are due no later than 30 days after the end of each semester under the period of agreement. This report will provide a concise and factual discussion of the significant accomplishments and progress during the period covered by the report. Each of the topics described below shall be addressed for the effort being performed:

1. A comparison of actual accomplishments with the intent and objectives established in the proposal for the period of performance and the observations by the principle investigator, captured on SF 298; block 14.
2. Reasons why intent, objectives or goals were met (or not), if appropriate.
3. Other pertinent information including explanation of budget changes, when applicable.

10.2 Report Submittal

The Recipient shall submit reports to DIA's Program Office within 30 days after completion of the semester period covered by the report via softcopy to Tonia.Smith@dodis.mil. A PDF copy of the report shall be e-mailed to the Grants Officer Mishelle.Miller@dodis.mil and should contain the Award Number specified in Block 1 along with a brief description. Recipient shall submit the Federal Financial Report FFR425 on a quarterly basis.

10.3 Final Report

A Final Report is due on or before 30 days after completion of the agreement. This report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the total period of the assistance agreement. Each of the topics described shall be addressed as in accordance with the original proposal submission intent for the grant performed. Publications may be bound and attached as appendices.

10.4 Format

Standard Form (SF) 298, Report Documentation Page, shall be used. Item 14 of the form should contain a maximum of 200 word abstract summarizing progress during each reporting periods. Style should be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All report submission shall be of legible, typed and good quality format for copying purposes.

ARTICLE 11 GOVERNMENT VISITS

The Government will schedule (if required) on-site visit(s) with Recipient to assess and monitor program implementation, changes as well as discuss project intent, status and budget.

ARTICLE 12 REPORTING FINANCIAL INFORMATION

Recipients shall submit financial reporting information in accordance with the following.

12.1 Interim Financial Reports

- A. The Recipient shall submit an interim Federal Financial Report (FFR 425) within 30 days following the end of each quarter. The signed original should be submitted to the Grants Representative identified in Block 15 on cover page 7 and a copy should be submitted to the Grants Officer identified in Block 16. Recipients are required to update, certify and submit the FFR to DIA by the due date even if funds have not been drawn or invoiced during the reporting period.
- B. A no less than end of quarterly submission of expenditures, by proposed budget category, shall be submitted, complete with support invoices and certification, for the purposes of invoice reimbursement. Both cash management and financial status information are to be reported on the same form for single award reporting.

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12.2 Final Federal Financial Report

The recipient shall submit the final FFR 425 no later than 60 days following the completion of each annual period of agreement. The signed original shall be submitted to the identified as Program Representative in block 15 on cover page 7, and a copy submitted to the Grants Office identified in block 16 on cover page 7.

ARTICLE 13 MODIFICATIONS

Any party to this Agreement who wishes to modify the Agreement shall confer in good faith with the other signatory parties to determine the desirability of the proposed modification. Modifications shall not be effective until an authorized modification is issued by the Grants Officer and signed by the Agreement signatories (or their successors). Administrative modifications may be unilaterally executed by the DIA Grants Officer.

ARTICLE 14 SUSPENSION AND TERMINATION PROCEDURES

14.1 The Government reserves the right to suspend or terminate this agreement for cause.

If the Recipient fails to comply with the terms and conditions of this agreement, the DIA Grants Officer will provide written notice of breach or deficiency to the Recipient and will provide the Recipient an opportunity to explain or correct the breach or deficiency within 30 days from receipt of notice. If grounds for termination for cause still exist, the Government may terminate or suspend the assistance agreement. If suspension is invoked, the Government may withhold further payments, or prohibit the Recipient from incurring additional obligation of funds until corrective action is taken. In accordance with 2CFR200 for Remedies for Noncompliance under Subpart D Post Federal Award Requirements – Standards for financial and Program Management; starting at Section 200.338; 339; 340; 341; and 342, will be implemented if circumstances provide evidence warranting actions that may lead to termination.

If this agreement bound by Section 200.344 for Post-Closeout adjustments and Continuing Responsibilities as well as Section 200.345 for Collection of Amounts Due.

The agreement may be suspended or terminated in whole or in part in any of the following situations by:

- A. DIA when the recipient has materially failed to comply with the intent of the assistance agreement;
- B. DIA when it has other reasonable cause; including departure of the Principal Investigator without notice or substitution.
- C. DIA and the recipient by mutual agreement (if DIA and the recipient cannot reach an agreement, DIA reserves the right to unilaterally terminated the assistance agreement); or
- D. The recipient on written notice to DIA setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if DIA determines that the un-terminated portion will not accomplish the purposes of the agreement, it may suspend or terminate the entire agreement.)
- E. Notwithstanding the above, for security or safety reasons or in the case of a serious breach that could lead to irreparable damage, DIA Grants Officer may order immediate suspension of work, in whole or in part.

ARTICLE 15 - INFORMAL RESOLUTION OF GRANT ADMINISTRATION DISPUTES

- A. Consistent with the Recommendation on Grant Disputes by the Administrative Conference of the U.S., and with the intent of the provisions of Alternative Dispute Resolution, the DIA provides the informal resolution processes described below concerning disputes or disagreements that may arise over a Grants Officer's post-award decisions under a DIA agreement.

B. Scope of Post-Award Disputes Covered

The disputes below are covered under this process:

1. Cost disallowances pursuant to a Grants Officer's decision (e.g., specific disallowances under an individual grant or as a result of an audit report);
2. Termination orders; and
3. The final clearance amount under a termination.

C. Procedures

1. The recipient should submit a certified letter to DIA's Senior Procurement Executive via the Grants Officer noting the recipient's disagreement or dispute and identifying DIA's Grants Officer's decision in question, giving reasons for the request for review and providing any other material pertinent to the request.
2. The letter to the Senior Procurement Executive must be postmarked no later than 30 days after the date of the letter notifying the recipient of the decision in question. The time for filing a request for review is strictly enforced and no extensions for the purpose of preparing it will be granted.
3. The request for review need not follow a prescribed format; however, it must contain a full statement of the recipient's position with respect to the disputed matter and the facts and reasons in support of the recipient's position. Requests will be reviewed if the recipient submits new information (which was unavailable at the time of the original decision); if an error in fact or application of Agency policy is noted in the original decision; or improper procedures were followed in the original decision.
4. The Senior Procurement Executive will review or designate one or more individuals to review the matter. One reviewing official will be at least at a management level equivalent to the official who made the decision that is being reviewed. In no case, will the review be undertaken by any individual involved with the decision or involved in recommending and/or monitoring the scientific and engineering aspects of the project or responsible for negotiating and/or administering its business aspects.
5. The designated individual(s) will review and consider all relevant information available. A report which identifies the conclusion and recommendation will be completed within 30 days and forwarded to the Senior Procurement Executive or his/her designee for a final and unappealable written decision for DIA. The Senior Procurement Executive or his/her designee will communicate the decision in writing to the recipient.

ARTICLE 16 ENVIRONMENTAL STANDARDS

The Recipient agrees to the following environment standards;

- A. Comply with applicable provisions of the Clean Air Act (42 U.S.C 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971- 1 975 Comp., p799] and Environmental Protection Agency (EPA) rules at 40 CFR part 15. In accordance with the EPA rules, the Recipient further agrees that it will:
 - Not use any facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.
- B. Identify to the awarding agency any impact this award may have on the quality of the human environment, and provide help DIA may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases,

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the Recipient agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground) until DIA provides written Approval.

ARTICLE 17 NON-DISCRIMINATION

By signing this agreement or accepting funds under the agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

- A. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.).
- B. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.)
- C. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by the Department of Health and Human Services regulations at 45 CFR part 90.
- D. On the basis of disability, in the Americans with Disabilities Act.

ARTICLE 18 CERTIFICATIONS

The following Certifications, which have been executed by the Recipient prior to award of this agreement, are hereby incorporated by reference:

- A. Certification regarding Debarment, Suspension, and Other Responsibility Matters.
- B. Certification regarding Drug-Free Workplace Requirements.
- C. Certification regarding Lobbying.

ARTICLE 19 LIABILITY

To the extent allowable by law, DIA assumes no liability for accidents, illnesses or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The Recipient institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

ARTICLE 20 SPONSORSHIP WITHIN THE INTELLIGENCE COMMUNITY

This grant is managed by the Defense Intelligence Agency, an organization within the Intelligence Community. To ensure compliance with Executive Order 12333, dated 4 December 1981, (revised 30 July 08) the individual signing this assistance agreement on behalf of the academic institution is authorized by that institution to contract with an organization within the Intelligence Community.

ARTICLE 21 PRIOR APPROVALS

As appropriate, prior approval of the following deviations from budget and program plans/intent are required:

- A. The Recipient must consult the Program Office in Block 15 on cover page 7 with coordination through the Grant Office in Block 16 before deviating from the scope, intent and or budget defined in the finalized and negotiated grant proposal for any sub-award, transfer or contracting out of substantive program performance under this award.
- B. The Recipient must consult the Program Office in Block 15 on cover page 7 with coordination through the Grant Office in Block 16 before deviating from or substituting the designated Principal Investigator identified herein. In the event the approved Principal Investigator severs his or her connection with the Recipient or otherwise relinquishes

active direction of the project, either permanently or for a significant length of time (three months or more), the Recipient must either:

1. Appoint a replacement Principal Investigator with the approval of the Program Officer in Block 15 through a modification issued by the Grants Officer in Block 16 on cover page 7, or
 2. Relinquish the Grant, in which case the Grant shall be terminated
- C. Extension for the expiration period of this Grant – The Grant Officer in Block 16 on cover page 7 is the only authority authorized to approve an extension request meeting all of the below parameters:
1. a one - time basis only; and
 2. for a period not to exceed 6 months; and
 3. At end of the period of agreement with no follow-on performance period exercised or available to be exercised.

For an extension to be effective, a written grant modification must be issued and signed by the Grants Officer in Block 16.

ARTICLE 22 DATA RIGHTS

- A. All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Recipient.
- B. The Recipient hereby grants to the U.S. Government an irrevocable, non-exclusive, non-transferable, royalty-free, fully paid-up license to use, duplicate, or disclose for governmental purposes any data, technology and inventions, whether patented or not, made or developed under this Agreement and in accordance with 10 U.S.C. 2320.
- C. The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.
- D. The Recipient is responsible for affixing appropriate markings indicating the rights of the Government on all data and technical data delivered under the agreement. The Government shall be deemed to have unlimited rights in all data and technical data delivered without markings.

ARTICLE 23 USING TECHNICAL INFORMATION RESOURCES

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going Intelligence Community programmatic efforts.

ARTICLE 24 TRAFFICKING IN PERSONS PROTECTION

- A. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, sub recipients under this award, and sub-recipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub awards under the award.
 2. This Federal Awarding Agency may unilaterally terminate this award, without penalty, if you or 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 DIA 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 is provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement).
- B. Provision applicable to a recipient other than a private entity. We as the Federal Government awarding agency may unilaterally terminate this award, without penalty, if a sub recipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by DIA official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that s either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement).
- C. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. 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:
1. "Employee" means either:
 - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in definition of Indian tribe at 2 CFR 175.25 (b).
 - b. A for-profit organization.
 4. "Severe forms of trafficking in persons, "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ARTICLE 25 USE OF STANDARD FORM 1449 AND SF30 FOR MODIFICATIONS

SF 30 Cover Commentary

The SF30 is a Non-standard grant format. DIA's Contract Management System currently process acquisitions for supplies and services. Therefore, in order to facilitate issuing a grant instrument with a CDFA designate number the

signature page shown as page 7 format is hereby used to obligate and route as a grant financial transaction. Recipient signature on page 7 is requisite for DIA's administrative and financial processing systems. Page 7 of this document is hereby known as the Grant Assistance Agreement signature page of record.

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| | <p>The Contracting Officer is the only individual who can legally commit the government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the contract terms and conditions, statement of work, attachments, general provisions or other stipulations of this contract.</p> <p>Contracting Officer: Anthony D. Hawkins, (202)231-3756, anthony.hawkins3dodiis.mil</p> <p>Primary Contracting Officer Representative: Tonia R. Smith, 202-231-4195, dismitr@dodiis.mil</p> <p>Alternate Contracting Officer Representative(s): Lisa D Miles, 202-231-0175, Lisa.Miles@dodiis.mil</p> <p>Primary Technical Point of Contact: Tonia R. Smith, 202-231-4195, dismitr@dodiis.mil</p> <p>Alternate Technical Point(s) of Contact: None</p> | | | | |

UNCLASSIFIED

UNCLASSIFIED

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES | |
|--|-------------------|---|--|-----------------------------------|----|
| | | | | 1 | 18 |
| 2. AMENDMENT/MODIFICATION NUMBER | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQUISITION NUMBER | | 5. PROJECT NUMBER (If applicable) | |
| P00005 | FEB 06, 2020 | | | | |
| 6. ISSUED BY Virginia Contracting Activity - ATTN: CFO-HQ Bolling AFB, Bldg. 6000 Washington DC 20340-5100 Mishelle C Miller (703)735-6352 Mishelle.Miller@dodis.mil | | 7. ADMINISTERED BY (If other than Item 6) Virginia Contracting Activity ATTN: CFO-HQ Building 6000 Washington DC 20340-5100 | | CODE ZD50 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. 2385 IRVING HILL RD LAWRENCE KS 66045 | | | DUNS: 076248616 Cage Code: 0A198 | | |
| | | | (X) 9A. AMENDMENT OF SOLICITATION NUMBER | | |
| | | | 9B. DATED (SEE ITEM 11) | | |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER HHM402-17-1-0003 | | |
| | | | (X) 10B. DATED (SEE ITEM 13) | | |
| CODE 00002939 | FACILITY CODE | | SEP 28, 2017 | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE
RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If
by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic
communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Amount: \$0.00

See Schedule

Modification Obligated Amount: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purposes of this modification P00005 are to change the Principal Investigator and remove Lisa Miles as the ACOR. The Grant Assistance Agreement with Articles is attached and the changes are highlighted to reflect the new Principal Investigator and new Grants Officer, and removal of the ACOR.

This is a zero-dollar ...See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| | | Mishelle C Miller, Contracting Officer (703)735-6352 Mishelle.Miller@dodis.mil | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| | | Miller Mishelle C d392814 | FEB 06, 2020 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

UNCLASSIFIED

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES | |
|--|--|-----------------------------------|---|--|-----------------------------------|
| | | | | 1 | 18 |
| 2. AMENDMENT/MODIFICATION NUMBER P00005 | | 3. EFFECTIVE DATE FEB 06, 2020 | 4. REQUISITION/PURCHASE REQUISITION NUMBER | | 5. PROJECT NUMBER (If applicable) |
| 6. ISSUED BY Virginia Contracting Activity - ATTN: CFO-HQ Bolling AFB, Bldg. 6000 Washington DC 20340-5100 Mishelle C Miller (703)735-6352 Mishelle.Miller@dodis.mil | | CODE HHQ402 | 7. ADMINISTERED BY (If other than Item 6) Virginia Contracting Activity ATTN: CFO-HQ Building 6000 Washington DC 20340-5100 | | CODE ZD50 |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC. 2385 IRVING HILL RD LAWRENCE KS 66045 | | | (X) | 9A. AMENDMENT OF SOLICITATION NUMBER | |
| DUNS: 076248616 Cage Code: 0A198 | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER HHM402-17-1-0003 | |
| CODE 00002939 | | | X | 10B. DATED (SEE ITEM 13) SEP 28, 2017 | |
| FACILITY CODE | | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$0.00
Modification Obligated Amount: \$0.00**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

| | |
|-------------------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purposes of this modification P00005 are to change the Principal Investigator and remove Lisa Miles as the ACOR. The Grant Assistance Agreement with Articles is attached and the changes are highlighted to reflect the new Principal Investigator and new Grants Officer, and removal of the ACOR.

This is a zero-dollar ...See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mishelle C Miller, Contracting Officer (703)735-6352 Mishelle.Miller@dodis.mil | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| | | \\Signed\\Mishelle C Miller | FEB 06, 2020 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

UNCLASSIFIED

Continued from Block 14...

cost modification.

The new Grants Officer (temporarily) is Mishelle Miller. Please include ODNI, ICCAE@odni.gov, on all correspondence.

Tonia Smith remains as the GOR.

All other terms and conditions remain in full force and effect.

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
| | <p>Contracting Officer: Mishelle C Miller, (703)735-6352, Mishelle.Miller@dodiis.mil</p> <p>Primary Contracting Officer Representative: Tonia R. Smith, 202-231-4195, dismitr@dodiis.mil</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: Tonia R. Smith, 202-231-4195, dismitr@dodiis.mil</p> <p>Alternate Technical Point(s) of Contact: None</p> | | | | |

| ASSISTANCE AGREEMENT | | | | |
|--|---|--|--|--------------------|
| 1. AMENDMENT/MODIFICATION NO. HHM402-17-1-0005 | 2. Effective Date 06 Feb 2020 | 3. Purchase Request No. N/A | 4. CFDA No. 12.598 | 4. a. Page 4 of 19 |
| 5. Awarded To University of Kansas Center for Research, Inc. 200 Strong Hall, 1450 Jayhawk Blvd., Lawrence, KS 66045 DUNS: 071298814 CAGE: 1JHM5 | 6. Sponsoring Office Defense Intelligence Agency Bldg. 6000 Joint Base Anacostia - Bolling Washington, DC 20340-5100 Attn:CFOMS3 Grants Officer | | 7. Period of Agreement 28 Sep 2019 - 27 Sep 2020 | |
| 8. Type of Agreement Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other <input type="checkbox"/> | 9. Authority SEC. 8. [50 U.S.C. Sec. 403j] | 10. Other - Modification of Contract/Order No. HHM402-17-1-0003-P00005 | | |
| 11. Remittance Address See Article 4 and Government Program Office as referenced in Block 15 | 12. Total Grant Amount: Govt. Share for OY4: \$295,967.00 Cost Share: \$0 Funded Total: \$894,496.00 | Funds Obligated: \$0 for this action This action: \$0 Total obligated for whole grant so far: \$894,496.00 Period Of Agreement is 12 Months | | |
| 14. Principal Investigator <u>Attn: Dr. Donald Patrick Haider-Markel</u> <u>Phone: (785) 864-9034</u> <u>E-mail: dhmarkel@ku.edu</u> | 15. Program Manager: Defense Intelligence Agency Bldg. 6000 /ATTN:ADI-4A 200 MacDill Blvd Joint Base Anacostia - Bolling Washington, DC 20340-5100 phone : (202) 231-4195 E-mail: tonia.smith@dodiis.mil | | 16. Administrator: Defense Intelligence Agency Bldg. 6000 /ATTN:CFOMS3 200 MacDill Blvd Joint Base Anacostia - Bolling Washington, DC 20340-5100 <u>Phone: (703) 735-6325</u> <u>E-mail: mishelle.miller@dodiis.mil</u> | |
| 17. Submit Payment Requests To: See Article 7.6 | 18. Paying Office: NSA01 NSA Finance and Accounting Office PO Box 1685; Att:DF2111 Fort George Meade, MD 207555 Phone: (410) 854-7537 or 7539 Fax: (410) 684-7505 | 19. Submit Reports To See Article 12, Annual & Final Technical Reports See Article 13, Informal Technical Reports See Article 14, Scientific Reports | | |
| 20. Accounting and Appropriation Data 9770100.4400 119MS9 4101A S49205 01BXX D8MSADI0G1 1084K0T0 610000 | | | | |
| 21. Description of Project: University of Kansas Center for Research Inc. | | | | |
| For the Recipient | | For the United States of America | | |
| 22. Signature of Person Authorized to Sign | | 25. Signature of Grants/Agreements Officer Miller Mishelle C d392814 <small>Digitally signed by Miller Mishelle C d392814 DN: c=US, o=U.S. Government, ou=DoD, ou=DoDIIS, ou=People, cn=Miller Mishelle C d392814 Date: 2020.02.06 09:55:07 -05'00'</small> | | |
| 23. Name and Title | 24. Date Signed | 26. Name of Officer <u>Mishelle Miller</u> Grants Officer | 27. Date Signed | |

| | | |
|-------------|--|---|
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| ARTICLE 3 | | ADMINISTRATIVE REQUIREMENTS |
| ARTICLE 4 | | ADMINISTRATIVE RESPONSIBILITIES |
| ARTICLE 5 | | TERM OF THE AGREEMENT |
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| ARTICLE 7 | | FISCAL MANAGEMENT |
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| ARTICLE 16 | | ENVIRONMENTAL STANDARDS |
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| ARTICLE 18 | | CERTIFICATIONS |
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| | | |

ARTICLE 1 SCOPE OF THE AGREEMENT

The Recipient shall perform a program in accordance with the Recipient's technical portion of the proposal entitled "Kansas Coalition IC Center for Academic Excellence (KC-ICCAE)".

The University of Kansas (KU), Dodge City Community College (DCCC), Seward County Community College (SCCC) and Donnelly College form the Kansas Consortium (KC) ICCAE in order to: 1) develop qualified and diverse graduates who will aspire to enter the intelligence community; and 2) advance faculty research in the national security and intelligence disciplines.

| | |
|---|--------------|
| Period of Agreement – 12 Months – Base Year | |
| Period of Agreement (9/28/2017 – 9/27/2018) | |
| Government's Share | \$299,746.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$299,746.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 1 | |
| Period of Agreement (9/28/2018 – 9/27/2019) | |
| Government's Share | \$298,783.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$298,783.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 2 | |
| Period of Agreement (9/28/2019 – 9/27/2020) | |
| Government's Share | \$295,967.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$295,967.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 3 | |
| Period of Agreement (9/28/2020 – 9/27/2021) | |
| Government's Share | \$298,302.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$298,302.00 |

| | |
|---|--------------|
| Period of Agreement – 12 Months – Option Year 4 | |
| Period of Agreement (9/28/2021 – 9/27/2022) | |
| Government's Share | \$295,594.00 |
| Recipients Share (cash or in-kind) | \$0 |
| Total Agreement | \$295,594.00 |

Type of Agreement: Fixed Price-using Cost accountability principles in accordance with 2CFR200, Subparts and Articles shown herein.

ARTICLE 2 DEFINITIONS

Parties: For the purposes of this Agreement, the parties are the University as listed in block 5 on cover page 7, and the United States of America, hereinafter called the Government, represented by the Defense Intelligence Agency.

Agreement: The articles in this grant and applicable attachments.

Recipient: An organization or other entity receiving a grant from a DoD Component. For purposes of this Agreement, the Recipient is the University as listed in block 5 on cover page 7.

Agreement Period: Twelve months consecutive period from agreement effective date throughout term of the agreement.

ARTICLE 3 ADMINISTRATIVE REQUIREMENTS

- A. This Agreement will be administered in accordance with Title 2 Grants and Agreements, and recipients shall comply with the requirements of, the following, which are incorporated herein by reference:
- Code of Federal Regulations, Subpart B – General Provisions, Sections 200.1xx.
 - Code of Federal Regulations, Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards, Sections 200.2xx.
 - Code of Federal Regulations, Subpart D – Post Federal Award Requirements, Sections 200.3xx.
 - Code of Federal Regulations, Subpart E – Cost Principles Sections 200.4xx.
 - Code of Federal Regulations, Subpart E – Cost Principles Section 200.418 and 419 Special Considerations For Institutions of Higher Education.
 - Code of Federal Regulations, Subpart F – Audit Requirements Section 200.5xx.
 - Incorporated by reference are Appendices I – XII to Part 200.
- B. The following shall be the order of precedence, in descending order, in the event of a conflict:
1. The governing directives above
 2. The articles in this agreement
 3. The attachments to this agreement

ARTICLE 4 ADMINISTRATIVE RESPONSIBILITIES

Grants Administration Office

Defense Intelligence Agency
Bldg. 6000
ATTN: CFOMS3A
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (703) 735-6240
E-mail: Mishelle.Miller@dodiis.mil

DIA Program Representative – Primary

Defense Intelligence Agency
Bldg. 6000
ATTN: Tonia Smith
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-4195
E-mail: Tonia.Smith@dodiis.mil

~~DIA Program Representative – Alternate~~

~~Defense Intelligence Agency
Bldg. 6000
ATTN: Lisa Miles
200 MacDill Blvd
Washington, DC 20340-5100~~

Phone: (202) 231-0175
E-mail: Lisa.Miles@dodiis.mil

Matters on Liabilities (IAW Article 19), and Data Rights (IAW Article 22) Submit to:
DIA (see page 1, Block 16 and above) and
Defense Intelligence Agency
Bldg. 6000
ATTN: Office of General Counsel, Max Houtz
200 MacDill Blvd
Washington, DC 20340-5100
Phone: (202) 231-2821
Fax: (202) 231-6179
E-mail: Max.houtz@dodiis.mil

Recipient's Key Personnel
UNIVERSITY OF KANSAS SCHOOL OF LAW
[Dr. Donald Patrick Haider-Markel](#)
300C Green Hall
1535 W. 15th Street
Lawrence, KS 66045
Phone: 785-864-9034
Email: dhmarkel@ku.edu

Recipient's Authorized Organizational Representative
AOR Name: Ms. Alicia Reed
Title: Interim Director, Research Admin
Address: 2385 Irving Hill Road
Lawrence, KS 66045-7568
Phone: 785-864-3441
Fax: 785-864-5025
Email: kucrpropmgmt@ku.edu

Remittance Address; Remittance shall be in accordance with the Recipient's registration in the System for Award Management (SAM) database.

ARTICLE 5 TERM OF THE AGREEMENT

The term of this Agreement is from 28 September 2019 through 27 September 2020 representing a twelve-month period of assistance.

ARTICLE 6 KEY PERSONNEL AND OTHER PERSONNEL

Key Personnel include the Principal Investigator and Co-Principal Investigator if applicable. The Principal Investigator must be employed with the university at the time of award and shall be maintained, to the maximum extent possible, throughout this program. The Principal Investigator is not required to be a U.S. citizen. Should changes be necessary, the University shall notify the **DIA Grants Office in Block 6** on cover page 7, in writing of **the proposed substitutes within 30 days of the change in order to obtain approval of the substitution from grant Program Representative.**

KEY PERSONNEL:

[Dr. Donald Patrick Haider-Markel, Principal Investigator](#)

ARTICLE 7 FISCAL MANAGEMENT

7.1 Restrictions of the Use of Government Funds

Government funds provided under this Agreement must be allocated by the Recipient exclusively for the execution and operation of the Agreement Scope. Government funds shall not be utilized to support the Recipient's operations or administration unrelated to this Agreement.

7.2 Obligation

In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to the Agreement. The Government's share for full assistance of this award is: **\$295,967.00**. Of this amount, **\$295,967.00** is obligated under **PR 399-0066-19-Z**, allotted and available. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of funding obligated, allotted and available by the Government.

7.3 Incremental Funding Actions

Unless otherwise specified in the agreement, each successive increment of a continuing grant will be funded at the level specified in Article 1 without a formal request from the recipient provided the annual report has been received from the Principal Investigator.

Incremental funding is contingent on:

- i. Availability of funds;
- ii. Compliance with any special conditions of the agreement.

7.4 Program Income

All program income earned during the project period shall be added to funds committed to the project by the Government and Recipient organization and be used to further eligible program objectives.

7.5 Closeout Adjustments

The Government may make a downward adjustment to the Government funding amount after completion of the effort under an agreement, when appropriate in accordance with 2CFR 200.342.

7.6 Requests for Reimbursement – *Supplemental*

To request reimbursement of expenditures, recipients shall submit Reimbursement on a quarterly basis. Submission shall be in accordance with Maryland Payment Office web portal. A dedicated PKI is required to access the MPO web portal. In addition, the recipient shall following the invoicing procedures below:

INVOICING PROCEDURES AND PAYMENT

(MAR 2014)

- (a) Invoices shall be submitted through the electronic invoicing internet website using the procedures described at: http://www.nsa.gov/business/programs/electronic_invoicing.shtml, unless otherwise authorized. Access to the electronic invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the electronic commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the electronic commerce office to obtain an account if one currently does not exist.
- (b) At a minimum, invoices must contain the following.

- (1) Name and address of the Recipient
 - (2) Invoice date and invoice number.
 - (3) Award number
 - (4) Description, quantities and prices must be described exactly as shown on the contract, including
 - (i) Contract Line Item Number (CLIN), (ii) Sub-Line Item Number (SLIN) (**Where no SLIN applies, specify "00" for the SLIN number.**), and (iii) Accounting Classification Reference Number (ACRN). (NOTE: An invoice not properly allocated to include all three of these numbers shall be an improper invoice under the Prompt Payment Act and automatically rejected by the paying office.)
 - (5) Name of the recipient's official (and address) to which payment is to be sent, if other than Electronic Funds Transfer (EFT) is authorized.
 - (6) Shipping/payment terms (e.g., date of shipment, address, discount for prompt payment).
 - (7) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
 - (8) Taxpayer Identification Number (TIN), EFT banking information, and Data Universal Numbering System (DUNS) number.
 - (9) Government Program POC and COR's name.
 - (10) Any other information or documentation required by the agreement
- (c) The contractor is authorized to invoice no less often than quarterly and no more frequently than monthly.
 - (d) The COR is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice.
 - (e) Questions regarding payment shall be directed to the Finance and Accounting Office at (443) 654-3700.

Recipient shall submit Performance Progress Report document SF298 on an end of semester basis. Additionally, the Federal Financial Report document SF425 shall be submitted on a Quarterly basis. Both documents are to be submitted to the Program Representative in block 15 on cover page 7 for this TWELVE month assistance agreement. Reports are due no later than 30 days after ending period.

ARTICLE 8 REVISIONS TO FINANCIAL PLANS

- A. The financial plan or approved budget is the financial expression of the effort to be performed under this agreement as approved during the award process. This agreement and its terms and conditions reflect the approved financial plan. Some changes to the plan require prior approval, as described below.
- B. Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with this section. In accordance with 2CFR200.308 – Revision of budget and program plans.
- C. In addition; funded agreement periods and associated funded amounts **shall not be carried forward** into the next option period of performance to be exercised. Where no option period of performance exists, a onetime no cost extension may be issued upon written approval and issuance of a modification from the Grants Officer.
- D. All other "prior approvals" required by the applicable cost principles are waived, **except** the following:
 1. Change the scope, intent of this assistance agreement. The Principal Investigator must consult with the Program Office and receive written approval from the Grants Officer before deviating from the scope and intent defined in the grant proposal or any sub-award, transfer or contracting out of substantive program performance under this agreement.
 2. Change key personnel. The Recipient shall request prior approval from the DIA IC-CAE Program Office if the principal investigator cannot or will not devote substantially the same amount of time to the project as

proposed or if he or she will not be able to otherwise perform as originally proposed. If the approved Principal Investigator severs his or her connection with the recipient institution or otherwise relinquishes active direction of the grant, either permanently or for a significant length of time (three months or more), the recipient institution must either:

- i. Appoint a replacement Principal Investigator with the approval of the Program Office, or
 - ii. Relinquish the Assistance Agreement, in which case the Agreement shall be terminated.
3. Change the recipient institution's cost share amount reflected in the approved budget.
 4. Require no cost extensions upon approval of revised budget distributions.
 5. Funds obligated under this Assistance Agreement are designated as Operations and Maintenance Fiscal year monies to be expended during the twelve (12) month period of performance. **Carry-over is prohibited as appropriation law will NOT allow funds to be carried over.** For each period of assistance, funds obligated are represented by a unique accounting code as shown in Block 20 on cover page 7 and the SF 30 Schedule B. All funds obligated are to be expended within the designated period of performance.

6. SPECIAL CONDITIONS - N/A

7. OPTION - The Government may extend the term of this grant by issuing a unilateral modification for information shown in Article 1.

ARTICLE 8.1 APPROVALS – *Supplemental*

For institutions of higher education, hospitals, and other non-profit organizations as appropriate, prior approval of the following deviations from budget and program plans is required:

- (1) The Recipient must consult the Program Representative specified in Block 15 on cover page 7, and notify the Grants Officer in Block 16 for review and approval before deviating from the Intelligence Community – Center for Academic Excellence grant award intent defined in the primary awardee grant proposal, that may include additional sub-award(s), transfer(s) or contracting out in whole or in part the grant intent or programmatic performance under this award/assistance agreement.
- (2) Support for the project may not continue without the active direction of the Principal Investigator approved for, and identified in, this Grant. If the approved Principal Investigator severs his or her connection with the Recipient or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Recipient must either:
 - (i) Appoint a replacement Principal Investigator with the approval of the Program Representative in Block 15 through the Grant Procurement Office in Block 6 on cover page 7, or
 - (ii) Relinquish the Grant, in which case the Grant shall be terminated in accordance with the "termination" provision in Title 2 Grants and Agreements CFR Part 200 Subpart D Remedies for Noncompliance Sections 200.338; 339; 340; 341; and 342, as appropriate.
- (3) Extension for the expiration period of this Grant – The Grants Office in Block 16 on cover page 7, has authority to approve a no-funds extension request meeting all of the following parameters:
 - (i) a one - time basis only; and
 - (ii) for a period not to exceed 6 months; and
 - (iii) is at end of the period of performance with no follow-on performance period exercised or available to be exercised.

For a no-cost extension to be effective, a written grant modification shall be issued and signed by the Grants Officer in Block 16 on cover page 7.

ARTICLE 9 TRAVEL - ACTIVITIES ABROAD

The Recipient shall assure that in the event project activities are to be carried on outside the United States shall be coordinated, as necessary, with appropriate Government authorities and that appropriate licenses, permits, or approvals

are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Recipient compliance with the laws and regulations of the country in which travel and activities are conducted therein.

ARTICLE 10 ACTIVITY REPORTS

10.1 Activity Reports to indicate actions in compliance with Recipient's proposed intent.

A. For the purpose of the IC CAE Program, Performance Progress Reporting are due no later than 30 days after the end of each semester under the period of agreement. This report will provide a concise and factual discussion of the significant accomplishments and progress during the period covered by the report. Each of the topics described below shall be addressed for the effort being performed:

1. A comparison of actual accomplishments with the intent and objectives established in the proposal for the period of performance and the observations by the principle investigator, captured on SF 298; block 14.
2. Reasons why intent, objectives or goals were met (or not), if appropriate.
3. Other pertinent information including explanation of budget changes, when applicable.

10.2 Report Submittal

The Recipient shall submit reports to DIA's Program Office within 30 days after completion of the semester period covered by the report via softcopy to Tonia.Smith@dodiis.mil. A PDF copy of the report shall be e-mailed to the Grants Officer Mishelle.Miller@dodiis.mil and should contain the Award Number specified in Block 1 along with a brief description. Recipient shall submit the Federal Financial Report FFR425 on a quarterly basis.

10.3 Final Report

A Final Report is due on or before 30 days after completion of the agreement. This report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the total period of the assistance agreement. Each of the topics described shall be addressed as in accordance with the original proposal submission intent for the grant performed. Publications may be bound and attached as appendices.

10.4 Format

Standard Form (SF) 298, Report Documentation Page, shall be used. Item 14 of the form should contain a maximum of 200 word abstract summarizing progress during each reporting periods. Style should be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All report submission shall be of legible, typed and good quality format for copying purposes.

ARTICLE 11 GOVERNMENT VISITS

The Government will schedule (if required) on-site visit(s) with Recipient to assess and monitor program implementation, changes as well as discuss project intent, status and budget.

ARTICLE 12 REPORTING FINANCIAL INFORMATION

Recipients shall submit financial reporting information in accordance with the following.

12.1 Interim Financial Reports

A. The Recipient shall submit an interim Federal Financial Report (FFR 425) within 30 days following the end of each

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quarter. The signed original should be submitted to the Grants Representative identified in Block 15 on cover page 7 and a copy should be submitted to the Grants Officer identified in Block 16. Recipients are required to update, certify and submit the FFR to DIA by the due date even if funds have not been drawn or invoiced during the reporting period.

- B. A no less than end of quarterly submission of expenditures, by proposed budget category, shall be **submitted, complete with support invoices and certification**, for the purposes of invoice reimbursement. Both cash management and financial status information are to be reported on the same form for single award reporting.

12.2 Final Federal Financial Report

The recipient shall submit the final FFR 425 no later than 60 days following the completion of each annual period of agreement. The signed original shall be submitted to the identified as Program Representative in block 15 on cover page 7, and a copy submitted to the Grants Office identified in block 16 on cover page 7.

ARTICLE 13 MODIFICATIONS

Any party to this Agreement who wishes to modify the Agreement shall confer in good faith with the other signatory parties to determine the desirability of the proposed modification. Modifications shall not be effective until an authorized modification is issued by the Grants Officer and signed by the Agreement signatories (or their successors). Administrative modifications may be unilaterally executed by the DIA Grants Officer.

ARTICLE 14 SUSPENSION AND TERMINATION PROCEDURES

14.1 The Government reserves the right to suspend or terminate this agreement for cause.

If the Recipient fails to comply with the terms and conditions of this agreement, the DIA Grants Officer will provide written notice of breach or deficiency to the Recipient and will provide the Recipient an opportunity to explain or correct the breach or deficiency within 30 days from receipt of notice. If grounds for termination for cause still exist, the Government may terminate or suspend the assistance agreement. If suspension is invoked, the Government may withhold further payments, or prohibit the Recipient from incurring additional obligation of funds until corrective action is taken. In accordance with 2CFR200 for Remedies for Noncompliance under Subpart D Post Federal Award Requirements – Standards for financial and Program Management; starting at Section 200.338; 339; 340; 341; and 342, will be implemented if circumstances provide evidence warranting actions that may lead to termination.

If this agreement bound by Section 200.344 for Post-Closeout adjustments and Continuing Responsibilities as well as Section 200.345 for Collection of Amounts Due.

The agreement may be suspended or terminated in whole or in part in any of the following situations by:

- A. DIA when the recipient has materially failed to comply with the intent of the assistance agreement;
- B. DIA when it has other reasonable cause; including departure of the Principal Investigator without notice or substitution.
- C. DIA and the recipient by mutual agreement (if DIA and the recipient cannot reach an agreement, DIA reserves the right to unilaterally terminated the assistance agreement); or
- D. The recipient on written notice to DIA setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if DIA determines that the un-terminated portion will not accomplish the purposes of the agreement, it may suspend or terminate the entire agreement.)
- E. Notwithstanding the above, for security or safety reasons or in the case of a serious breach that could lead to irreparable damage, DIA Grants Officer may order immediate suspension of work, in whole or in part.

ARTICLE 15 - INFORMAL RESOLUTION OF GRANT ADMINISTRATION DISPUTES

A. Consistent with the Recommendation on Grant Disputes by the Administrative Conference of the U.S., and with the intent of the provisions of Alternative Dispute Resolution, the DIA provides the informal resolution processes described below concerning disputes or disagreements that may arise over a Grants Officer's post-award decisions under a DIA agreement.

B. Scope of Post-Award Disputes Covered

The disputes below are covered under this process:

1. Cost disallowances pursuant to a Grants Officer's decision (e.g., specific disallowances under an individual grant or as a result of an audit report);
2. Termination orders; and
3. The final clearance amount under a termination.

C. Procedures

1. The recipient should submit a certified letter to DIA's Senior Procurement Executive via the Grants Officer noting the recipient's disagreement or dispute and identifying DIA's Grants Officer's decision in question, giving reasons for the request for review and providing any other material pertinent to the request.
2. The letter to the Senior Procurement Executive must be postmarked no later than 30 days after the date of the letter notifying the recipient of the decision in question. The time for filing a request for review is strictly enforced and no extensions for the purpose of preparing it will be granted.
3. The request for review need not follow a prescribed format; however, it must contain a full statement of the recipient's position with respect to the disputed matter and the facts and reasons in support of the recipient's position. Requests will be reviewed if the recipient submits new information (which was unavailable at the time of the original decision); if an error in fact or application of Agency policy is noted in the original decision; or improper procedures were followed in the original decision.
4. The Senior Procurement Executive will review or designate one or more individuals to review the matter. One reviewing official will be at least at a management level equivalent to the official who made the decision that is being reviewed. In no case, will the review be undertaken by any individual involved with the decision or involved in recommending and/or monitoring the scientific and engineering aspects of the project or responsible for negotiating and/or administering its business aspects.
5. The designated individual(s) will review and consider all relevant information available. A report which identifies the conclusion and recommendation will be completed within 30 days and forwarded to the Senior Procurement Executive or his/her designee for a final and un-appealable written decision for DIA. The Senior Procurement Executive or his/her designee will communicate the decision in writing to the recipient.

ARTICLE 16 ENVIRONMENTAL STANDARDS

The Recipient agrees to the following environment standards;

A. Comply with applicable provisions of the Clean Air Act (42 U.S.C 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971- 1 975 Comp., p799] and Environmental Protection Agency (EPA) rules at 40 CFR part 15. In accordance with the EPA rules, the Recipient further agrees that it will:

- Not use any facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.
- B. Identify to the awarding agency any impact this award may have on the quality of the human environment, and provide help DIA may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the Recipient agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground) until DIA provides written Approval.

ARTICLE 17 NON-DISCRIMINATION

By signing this agreement or accepting funds under the agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

- A. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.).
- B. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.)
- C. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by the Department of Health and Human Services regulations at 45 CFR part 90.
- D. On the basis of disability, in the Americans with Disabilities Act.

ARTICLE 18 CERTIFICATIONS

The following Certifications, which have been executed by the Recipient prior to award of this agreement, are hereby incorporated by reference:

- A. Certification regarding Debarment, Suspension, and Other Responsibility Matters.
- B. Certification regarding Drug-Free Workplace Requirements.
- C. Certification regarding Lobbying.

ARTICLE 19 LIABILITY

To the extent allowable by law, DIA assumes no liability for accidents, illnesses or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The Recipient institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

ARTICLE 20 SPONSORSHIP WITHIN THE INTELLIGENCE COMMUNITY

This grant is managed by the Defense Intelligence Agency, an organization within the Intelligence Community. To ensure compliance with Executive Order 12333, dated 4 December 1981, (revised 30 July 08) the individual signing this assistance agreement on behalf of the academic institution is authorized by that institution to contract with an organization within the Intelligence Community.

ARTICLE 21 PRIOR APPROVALS

As appropriate, prior approval of the following deviations from budget and program plans/intent are required:

- A. The Recipient must consult the Program Office in Block 15 on cover page 7 with coordination through the Grant Office in Block 16 before deviating from the scope, intent and or budget defined in the finalized and negotiated grant proposal for any sub-award, transfer or contracting out of substantive program performance under this award.
- B. The Recipient must consult the Program Office in Block 15 on cover page 7 with coordination through the Grant Office in Block 16 before deviating from or substituting the designated Principal Investigator identified herein. In the event the approved Principal Investigator severs his or her connection with the Recipient or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Recipient must either:
 - 1. Appoint a replacement Principal Investigator with the approval of the Program Officer in Block 15 through a modification issued by the Grants Officer in Block 16 on cover page 7, or
 - 2. Relinquish the Grant, in which case the Grant shall be terminated
- C. Extension for the expiration period of this Grant – The Grant Officer in Block 16 on cover page 7 is the only authority authorized to approve an extension request meeting all of the below parameters:
 - 1. a one - time basis only; and
 - 2. for a period not to exceed 6 months; and
 - 3. At end of the period of agreement with no follow-on performance period exercised or available to be exercised.

For an extension to be effective, a written grant modification must be issued and signed by the Grants Officer in Block 16.

ARTICLE 22 DATA RIGHTS

- A. All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Recipient.
- B. The Recipient hereby grants to the U.S. Government an irrevocable, non-exclusive, non-transferable, royalty-free, fully paid-up license to use, duplicate, or disclose for governmental purposes any data, technology and inventions, whether patented or not, made or developed under this Agreement and in accordance with 10 U.S.C. 2320.
- C. The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.
- D. The Recipient is responsible for affixing appropriate markings indicating the rights of the Government on all data and technical data delivered under the agreement. The Government shall be deemed to have unlimited rights in all data and technical data delivered without markings.

ARTICLE 23 USING TECHNICAL INFORMATION RESOURCES

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going Intelligence Community programmatic efforts.

ARTICLE 24 TRAFFICKING IN PERSONS PROTECTION

- A. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, sub recipients under this award, and sub-recipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub awards under the award.
 2. This Federal Awarding Agency may unilaterally terminate this award, without penalty, if you or 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 DIA 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 is provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement).
- B. Provision applicable to a recipient other than a private entity. We as the Federal Government awarding agency may unilaterally terminate this award, without penalty, if a sub recipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by DIA official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that s either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement).
- C. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. 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:
1. “Employee” means either:
 - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced Labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in definition of Indian tribe at 2 CFR 175.25 (b).
 - b. A for-profit organization.

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

ARTICLE 25 USE OF STANDARD FORM 1449 AND SF30 FOR MODIFICATIONS

SF 30 Cover Commentary

The SF30 is a Non-standard grant format. DIA's Contract Management System currently process acquisitions for supplies and services. Therefore, in order to facilitate issuing a grant instrument with a CDFA designate number the signature page shown as page 7 format is hereby used to obligate and route as a grant financial transaction. Recipient signature on page 7 is requisite for DIA's administrative and financial processing systems. Page 7 of this document is hereby known as the Grant Assistance Agreement signature page of record.