

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

Non-Construction Projects—Build Back Better Regional Challenge

Economic Adjustment Assistance award under sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §§ 3149 and 3233).

Project Title: Driving Adoption: Smart Manufacturing Technology (Wichita State University 193.PID.06)	
Recipient Name: Wichita State University Campus of Applied Sciences and Technology	Project Number: 05-79-06236; Subaward: #23-0051

1. **SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the Authorized Scope of Work (Attachment 1). All work on this project must be consistent with the Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451, Amendment to Financial Assistance Award.

2. **PROJECT CONTACT INFORMATION:** Contact information for the Recipient and key EDA staff with responsibilities for this Award is contained in Attachment 2. Recipient agrees to notify EDA promptly of any changes to the Recipient's contact information.

3. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are incorporated by reference into this Award:
 - The Recipient’s application, including any attachments, project descriptions, schedules, or subsequently submitted supplemental documentation
 - Authorized Scope of Work (Attachment 1)
 - Project Contact Information (Attachment 2)
 - Authorized Budget (Attachment 3)
 - Authorized Staffing Plan (Attachment 4)
 - Instruction on How to Enroll in the Automated Standard Application for Payments (ASAP) System (Attachment 5)

Should there be a discrepancy among these documents, the Specific Award Conditions (this document), including any attachments, shall control.

4. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award	No later than 30 calendar days after receipt of Form CD-450
Authorized Award End Date.....	48 months from Date of Award
Submission of Final Project Progress Report	No later than 120 days from the Authorized Award End Date
Submission of Final Financial Documents (SF-425).....	No later than 120 days from the Authorized Award End Date

The Recipient must diligently pursue the development of the project so as to ensure completion within this time schedule and must promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339–200.343, as applicable.

5. **PROJECT COMPLETION DEADLINE:** All work on this project must be completed by May 28, 2027, to allow for closeout and final disbursement prior to September 30, 2027. **EDA CANNOT EXTEND THIS DEADLINE FOR ANY REASON.** By operation of the Account Closing Statute (31 U.S.C. § 1552(a)), on September 30, 2027, any remaining award balances will be cancelled and no longer available for expenditure for any purpose. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in paragraph 4 above.

6. **GRANT ADMINISTRATION PLAN:** Within ninety days of accepting the EDA Financial Assistance Award, the Recipient shall provide to the Project Officer a Grant Administration Plan, not to exceed three pages, that outlines how the Recipient will implement the *Authorized Scope of Work*. The plan must include the following information:
 - A. A summary of activities undertaken as of the date of the Grant Administration Plan to implement the *Authorized Scope of Work*.
 - B. An itemized list of tasks that Recipient will undertake to implement the *Authorized Scope of Work* at a sufficient level of detail to allow EDA to monitor Recipient’s progress in implementing the project. The list of tasks must be consistent with the *Authorized Scope of Work* and the Project Narrative submitted as part of Recipient’s application;
 - C. A timeline for implementing each of the specific tasks identified; and
 - D. If Recipient intends to hire additional staff to implement the project, a hiring plan including target start dates for new staff and an identification of the tasks that depend on the hiring of new staff.

Upon approval by EDA, the Grant Administration Plan shall be incorporated into and become an enforceable part of these Specific Award Conditions. To the extent required elements of the Grant Administration Plan are adequately addressed in the Recipient's application for the project, the Recipient may simply reiterate those elements in the Grant Administration Plan. Subsequent changes to the Grant Administration Plan shall require the Project Officer's prior written approval, which shall not be unreasonably withheld.

7. PROJECT REPORTING AND FINANCIAL DISBURSEMENT INSTRUCTIONS:

- A. AWARD DISBURSEMENTS:** EDA will make disbursements using the Department of the Treasury's Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting <https://www.fiscal.treasury.gov/asap/>.

To receive disbursements, the Recipient must submit a Form SF-270 "Request for Advance or Reimbursement" for the applicable period electronically to the Project Officer, who will review and process the request.

Prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.

EDA retains the right to change Recipients from Advance to Reimbursement or Agency Review status if the Grants Officer deems it necessary or prudent to ensure successful monitoring of Federal funds.

B. REPORTS:

- a. Project Progress Reports:* The Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than one month following the end of the semi-annual period.

Performance progress reports must be submitted to EDA in an electronic format no later than the due date. Reports must be in a clear format, not exceeding six pages, and must:

- i. Provide a concise overview of the activities undertaken during the semi-annual reporting period;
- ii. Document accomplishments, benefits, and impacts of the project. The Recipient should identify activities that have led to specific outcomes, such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, or other positive economic development benefits;
- iii. Identify any upcoming or potential press events or opportunities for collaborative press engagements to highlight the benefits of the EDA investment;
- iv. Compare progress on the project with the targeted schedule, explaining any departures, identifying how those departures will be remedied, and projecting the course of work for the next semi-annual reporting period;
- v. Outline challenges impeding or that may impede progress on the project over the next semi-annual reporting period and identify ways to address those challenges;
- vi. Outline any areas in which EDA assistance is needed to support the project; and
- vii. Provide any other information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA’s website, used for promotional materials or policy reviews, or otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no page limit for Final Project Reports; however, such reports should concisely communicate key project information and should:

- i. Provide a high-level overview of the activities undertaken;
- ii. Outline the specific regional need the project was designed to address and explain how the project addressed that need and advanced economic development;
- iii. Document the expected and actual economic benefits of the project as of the time the report is written;
- iv. Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and
- v. Provide any other information necessary to understand the project and its impacts.

- b. Financial Reports: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing it are available at:

<https://www.grants.gov/forms/post-award-reporting-forms.html>. Reports are due no later than one month following the end of the semi-annual period.

A final Form SF-425 must be submitted no more than 120 calendar days after the Award End Date specified on the Form CD-450 (or any subsequently executed Form CD-451). Final Financial Reports should follow the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. **Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.**

8. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200. The Authorized Budget for this Project is set forth in Attachment 3, Authorized Budget.

Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

9. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Form CD-450, whichever is less.
10. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal Share requested for such project expenses. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.
11. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** If the Recipient needs to return money to EDA, it may use one of the following two methods:

- i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must be made payable to “Department of Commerce, Economic Development Administration” and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA’s Accounting Office, which processes EDA’s accounting functions, at the following address:

NOAA OCFO
Attn: Finance Office, Travel Dept.
1315 East West Highway, SSMC3
Silver Spring, MD 20910

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor’s account electronically. The debit from the payor’s account will usually occur within 24 hours. EDA will not return the check; the original will be destroyed and a copy will be retained. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

12. **PROCUREMENT:** The Recipient agrees that all procurement transactions will be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327.
13. **BUDGET NARRATIVE:** Within 60 days of the date of award, Recipient agrees to provide, for EDA’s evaluation, additional detail regarding the “Lab/Service-Center “Billing Rate” included in the “Other” category in the budget narrative. Additional detail should include the basis for the billing rate, an estimated time schedule for how these activities will be applied through-out the award period, such as hours/week, etc., and a description of how the billing rate will be specifically applied and monitored independently for applicability to the EDA award.
14. **EQUIPMENT USEFUL LIFE:** The Estimated Useful Life of the equipment is determined based on the useful life of the various equipment components. The list of equipment authorized under this Award, including the Estimated Useful Life of the equipment components, is located in Recipient’s application, which equipment list may be further refined as needed with prior written approval from EDA. In addition, the Estimated Useful Life will be re-evaluated after the equipment has been purchased to ensure that the useful life is accurate.

- 15. USE OF GRANT FUNDS FOR EQUIPMENT ACQUISITION:** The funding for this Project may not be used for fixed installation. As such, activities associated with equipment acquisition may only include delivery, staging/assembly/setup, attach/connection, calibration, safety and operational training, updates and maintenance. If fixed installation is needed, it will be an independent activity funded by the Recipient.
- 16. EQUIPMENT PROGRAM INCOME:** Recipient agrees to use the income generated from the use or rental of the equipment purchased in whole or in part under this Award in the following order of priority:
- a. Administration, operation, maintenance, and repair of the equipment, or the facility equipment is located, for the equipment's estimated useful life.
 - b. Economic development activities that are authorized for support by EDA, provided such activities meet the economic development purposes of PWEDA.
- 17. SECURITY AGREEMENT – MACHINERY AND EQUIPMENT:** Prior to final disbursement of funds by EDA, Recipient shall execute a Security Agreement, in form and substance satisfactory to EDA, granting EDA a security interest in all property acquired or to be acquired using Award funds, and will file any financing statements or lien notices required in accordance with applicable laws of the appropriate jurisdiction to perfect said security interest, and will file continuances, as appropriate during the Estimated Useful Life of the equipment. Recipient further agrees that it will not, without the prior written approval of EDA, sell, trade or convey any interest whatsoever in such property subject to the EDA security interest; provided, however, that should EDA approve of the disposal of any property for purposes of acquiring a replacement, Recipient will execute such documentation and file such notices as will ensure that EDA's security interest attaches to and is perfected in the replacement property with the same priority and extent as it had in the original property it replaced.
- 18. SUBAWARDS:** Prior to the award of any subaward or a subrecipient performing any work funded through this Award, the Recipient must provide documentation satisfactory to EDA that the proposed Subrecipient(s) and any additional or successor subrecipient(s) are eligible to receive EDA assistance. EDA will provide written notice regarding whether the documentation is satisfactory to EDA.

No change may be made to the identity of the subrecipient or the scope of the proposed subaward without prior EDA approval. No additional subawards are permitted without prior EDA approval.

Before the Subrecipient undertakes any work to be funded through this Award, the Recipient must enter into a written subaward agreement with the Subrecipient that meets the requirements of 2 C.F.R. § 200.332(a) and includes a requirement that the Subrecipient

comply with all of the terms and conditions of this Award, including but not limited to the Standard and Specific Award conditions and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200). EDA may disallow any costs incurred by the Subrecipient prior to executing the subaward agreement. The Recipient shall be responsible for monitoring the Subrecipient's performance under the subaward in accordance with the requirements of 2 C.F.R. § 200.332. The Recipient is also responsible for ensuring that any subrecipient of a subaward exceeding \$100,000 executes form CD-511, Certification Regarding Lobbying, and for retaining a copy of the executed certification. As required by form CD-511, subrecipients must report lobbying activities, if any, to the Recipient on Form SF-LLL. The Recipient is responsible for promptly providing EDA with a copy of any Form SF-LLL submitted by a subrecipient.

The Recipient is responsible for reporting to the Federal Subaward Reporting System (FSRS), available at www.FSRS.gov, on all subawards over \$30,000. Please see the OMB guidance published at 2 C.F.R. part 170, which can be accessed at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-170>. Appendix A of 2 C.F.R. part 170 is incorporated by reference into these Specific Award Conditions.

- 19. TECHNICAL ASSISTANCE TO BUSINESSES:** Any technical assistance offered to businesses under this award shall be as widely advertised and accessible to all potentially benefitting businesses as is reasonably permitted by the EDA Project Scope of Work and Budget. The Recipients must maintain adequate documentation of any technical assistance offered to benefitting businesses under this award.
- 20. PLANNING COORDINATION:** In keeping with regional economic development principles, the Recipient should coordinate economic development planning and implementation projects with other economic development organizations active in the project area, especially EDA-funded recipients such as state and urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
- 21. STAFFING CHANGES:** The Authorized Staffing Plan (Attachment 4) sets forth Recipient staff primarily responsible for administering this Award. In the event of a change in the professional staff positions primarily funded with the EDA grant, Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of their resume within 30 business days of the selection.
- 22. NON-RELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or movement of existing jobs from one region to another region in competition for those jobs. In the event EDA determines that its assistance was used for such purposes,

EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.

- 23. PERFORMANCE MEASURES REQUIREMENTS: The Semi-Annual Program Outputs Questionnaire for EDA Grantees (Non-infrastructure programs) (Form ED-916)** must be submitted by Recipient to EDA on a semi-annual basis during the period of performance of this Award, or as otherwise directed by EDA. EDA will provide the Recipient with the first electronic Outputs Questionnaire approximately six months after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide the Recipient subsequent electronic Outputs Questionnaires approximately every six months thereafter through the end of the period of performance, or any portion thereof if applicable. Recipient must complete and submit to EDA each electronic Outputs Questionnaire within 30 days of receipt.

The **Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917)** or the **Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918)** must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the above-listed project officer if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in Form CD-450. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award, or otherwise change the form, content, or frequency of required reporting. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain

sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports may adversely impact the ability of the Recipient to secure future funding from EDA.

- 24. PROJECT AND PROGRAM EVALUATION; USE OF INFORMATION:** As part of the process of validating and monitoring the Award and the performance information provided by the Recipient, and as a general method of evaluating the Award and the Build Back Better Regional Challenge, EDA reserves the right to conduct project and program evaluations through site visits, interviews, surveys, or other means during and after the period of performance. Such evaluations may be conducted by outside parties associated with EDA or by EDA staff. As a part of the evaluation, Recipient must: (1) make records available related to the design, construction, or use of the project and beneficiaries served by the project; (2) provide access to the Recipient’s personnel and operational and financial records, or any other documents relevant to an analysis of the project’s costs and impacts; and (3) follow evaluation procedures as specified by EDA. Evaluators will maintain the confidentiality of business information as required and appropriate.

EDA reserves the right to use information contained in the Recipient’s application as well as all reports and performance data submitted by the Recipient to undertake an evaluation of the Build Back Better Regional Challenge.

- 25. USE OF EDA’S AMERICAN RESCUE PLAN AND BUILD BACK BETTER REGIONAL CHALLENGE LOGOS:** EDA has developed logos for EDA programming under the American Rescue Plan Act (“ARPA Logo”) as well as the Build Back Better Regional Challenge (“BBBRC Logo”). Recipient may use the ARPA and BBBRC Logos pursuant to the below terms and conditions for the following limited purposes:

- Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); and
- Work products and deliverables developed under this Award (e.g., tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials).

Recipient may not use the ARPA or BBBRC Logos for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the ARPA or BBBRC Logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the ARPA or BBBRC Logo (see paragraph B, below).

- A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the ARPA and BBBRC Logos for the limited purposes described above (the “License”). Recipient agrees that: (1) the ARPA and BBBRC Logos will not be used in a way that would suggest that it is the property of Recipient or any other third party, and

(2) Recipient will include the following notice in conjunction with its use of the ARPA or BBBRC Logo, as appropriate: “The [ARPA and/or BBBRC] Logo[s] [is/are] a trademark of the Economic Development Administration, used with permission.” This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the ARPA or BBBRC Logos.

- B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the ARPA or BBBRC Logos for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the ARPA or BBBRC Logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.
- C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient’s goods, services, and promotional activities employing the ARPA or BBBRC Logos to ensure that such use is of proper quality and otherwise consistent with this License.
- D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the ARPA and BBBRC Logos shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient’s use of the ARPA or BBBRC Logo is inconsistent with the License.
- E. Validity and Ownership of EDA Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the ARPA and BBBRC Logos, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the ARPA or BBBRC Logos by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA’s rights in the ARPA and BBBRC Logos, including challenging EDA’s use, registration of, or application to register the ARPA or BBBRC Logos alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the ARPA or BBBRC Logos, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.
- F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing

and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities.

- G. **Governing Law:** The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.
- H. **Indemnification:** Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the ARPA or BBBRC Logos by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.
- I. **Obtaining the EDA Logo:** For an electronic version of the ARPA and BBBRC Logos, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

26. PARTICIPATION IN THE BUILD BACK BETTER REGIONAL CHALLENGE

COMMUNITY OF PRACTICE: To ensure the sharing of best practices and experience from across the Build Back Better Regional Challenge (BBBRC) recipient community, the Recipient agrees to participate in the BBBRC community of practice supported by an organization to be designated by EDA, as relevant and appropriate to this Award or as directed by EDA.

- 27. COOPERATION WITH BBBRC COALITION:** The Recipient's application for this award was submitted as part of a package of applications assembled by a Coalition, as defined in the Build Back Better Regional Challenge Notice of Funding Opportunity, that collectively support a Regional Growth Cluster, and the Recipient's continued participation in and cooperation with the Coalition throughout the period of performance is a mandatory component of the Scope of Work for this Award. Recipient agrees to cooperate with the BBBRC Coalition pursuant to which this Award is made. Among other things, this includes coordinating with the lead institution and other award recipients, participating in coalition meetings, and providing project data for reports to EDA.

28. RECIPIENT'S DUTY TO REFRAIN FROM EMPLOYING CERTAIN

GOVERNMENT EMPLOYEES: For the two-year period beginning on the date the EDA executes this Award, any Recipient(s) that is a nonprofit organization or District Organization agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the EDA executes this Award or within the one-year period ending on that date:

- a. Served as an officer, attorney, agent, or employee of the Department of Commerce; and
- b. Occupied a position or engaged in activities that the Assistant Secretary of Commerce determines involved discretion with respect to the Award of Investment Assistance under PWEDA.

In addition to nonprofit organizations or District Organizations, EDA may require another Eligible Recipient to execute an agreement to abide by the above-described post-employment restriction on a case-by-case basis; for example, when an institution of higher education implements activities under or related to the Award through a separate nonprofit organization or association.

The two-year period and associated restrictions referenced above also shall apply beginning on the date the EDA executes any cost amendment to this Award that provides additional funds to the Recipient(s).

- 29. WASTE, FRAUD, AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA’s direction, at any time(s) during the estimated useful life of the Project, Recipient’s key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of the Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter “Fraud Schemes”), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

- 30. REAFFIRMATION OF APPLICATION:** The Recipient acknowledges that the Recipient’s application for this Award may have been submitted and signed by the

Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which the Recipient submitted its application or whether the Recipient or an authorized representative of the Recipient signed the application, the Recipient hereby reaffirms and states that:

- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- iii. Recipient has read, understood, and will comply with all terms of this Award, including all Assurances and Certifications submitted with the application.

The term “application” includes all documentation and any information provided to the Government as part of, or in furtherance to, the request for funding, including submissions made in response to requests for information made by EDA after submission of the initial application.