

SPECIAL TERMS AND CONDITIONS

1. Method of Payment The U.S. Geological Survey (USGS) is using the Health and Human Services (HHS) Payment Management System (PMS) to provide electronic invoicing and payment for assistance award recipients. The Recipient has established or will establish an account with PMS. With the award of each grant/cooperative agreement, a subaccount will be set up from which the Recipient can draw down funds. The subaccount number will be shown in Block 4 of the fact page of each award or modification.

Payments will be made available through the PMS. The PMS is administered by the Department of Health and Human Services (DHHS), Division of Payment Management of the Financial Management Service, Program Support Center. The DHHS will forward instructions for obtaining payments to the recipients. Inquiries regarding payment should be directed to:

Division of Payment Management
Department of Health and Human Services
P.O. Box 6021
Rockville MD 20852

The Division of Payment Management web address is www.dpm.psc.gov. Problems or questions with electronic draw downs should be directed to Julia Bowan at (301) 443-9205 or Shari Ratliff at (#01) 443-9229.

2. Principal Investigator The Principal Investigator is the individual designated by the award recipient responsible for the technical direction of the project. The Principal Investigator cannot be changed or become substantially less involved than was indicated in the Recipient's proposal without prior written approval of the Administrative Contracting Officer.

3. Project Officer The USGS Project Officer will work with the recipient to ensure that technical requirements, as detailed in the awardee's proposal, are being met. The Project Officer's responsibilities include, but are not limited to, providing technical guidance on the project, resolving Recipient questions about USGS technical standards, and coordinating schedules, deliveries and exchange of materials.

4. Contracting Officer The Contracting Officer (CO) is the sole individual authorized to modify the award document including: terms and conditions, required delivery dates and obligation of funds for the project.

5. Rights in Technical Data The U.S. Government may publish, reproduce, and use all data obtained from this Cooperative Agreement project in any manner and for any purpose, without limitation, and may authorize others to do the same.

6. Public Domain All data submitted to the U.S. Geological Survey (USGS) under this Cooperative Agreement will become part of the public domain, and will be available in a non-proprietary format, at the cost of reproduction, to any requesting organization or individual.

7. Adherence to Original Project Objectives and Budget Estimates

a. Recipients shall not begin performance on the proposed project until receipt of the completed official cooperative agreement document, signed by the Contracting Officer. Expenditures incurred prior to the effective date of an award cannot be charged against award funds unless specifically authorized by the Contracting Officer and designated as preagreement costs in the cooperative agreement award document. Any commitments or expenditures incurred by the Recipient in excess of the funds provided by an award shall be the responsibility of the Recipient.

b. Any proposed change which requires the written approval of the USGS must be submitted to the CO 30 days prior to the requested effective date of the proposed change. No change to the award will be approved during the last 30 days of the award period.

c. The following expenditures require advance written approval by the CO and where applicable, shall require the submission of a revised financial estimate and plan:

(i). Changes in the scope, objective, or key personnel referenced in the Recipient's proposal;

(ii). Transfer of funds between direct costs categories when the cumulative amount of transfers during the project period exceeds ten (10) percent of the total award;

(iii). Acquisition of nonexpendable property having a useful life of more than two years and having an acquisition cost of \$5,000 or more; and,

(iv). Change in the project period. This request shall be received no later than 60 calendar days prior to the end of the project period. The Recipient shall submit a revised budget indicating the planned use of all unexpended funds during the extension period.

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

8. Violation of Award Terms If a recipient has materially failed to comply with the terms of the award, the Administrative Contracting Officer may suspend,

terminate, or take other measures as may be legally available and appropriate in the circumstances.

9. Future Cooperative Agreements Future awards to the Recipient under this Program depend upon the successful completion of work during the initial period of performance.

10. In accordance with 43 CFR Part 12, Subpart F: Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, the following assistance regulations are incorporated by reference:

- 43 CFR Part 12, Subpart D: Government Debarment and Suspension (Non-procurement) and Government-Wide Requirements for Drug Free Workplace
- 43 CFR Part 17, Subpart A: Nondiscrimination on the Basis of Race, Color, or National Origin
- 43 CFR Part 17, Subpart B: Nondiscrimination on the Basis of Handicap
- 43 CFR Part 17, Subpart C: Nondiscrimination on the Basis of Age

--End of Attachment M--