

DRAFT: This subaward is made available for review by potential proposers under the Request for Proposals for the Center of Excellence. This is a draft and is subject to change. Final subaward terms and conditions will be included in the executed agreement.

SUBAWARD

THIS SUBAWARD IS MADE AND ENTERED INTO BY AND BETWEEN The Water Institute of the Gulf, a Louisiana non-profit corporation (herein referred to as “the Institute”) and [LEAD INSTITUTION] (“Subrecipient”), TYPE OF ORG, ADDRESS, the “Parties” to this Subaward, for support of the grant entitled “[PROPOSAL TITLE].”

Whereas, according to Section 1605 of the RESTORE Act and 31 C.F.R. §34.702(c), the Coastal Protection and Restoration Authority Board (“Board”), through the Coastal Protection and Restoration Authority (“CPRA”), on behalf of the State of Louisiana (“State”), is responsible for carrying out the establishment of the State’s RESTORE Act Center of Excellence Research Grant Program; and

Whereas, The Water Institute of the Gulf was named the Louisiana Center of Excellence (the COE Program) and shall implement the COE Program; and

Now, therefore, for consideration of the mutual promises, covenants, and obligations contained herein, the Institute hereby retains the Subrecipient to undertake certain activities described in Appendix A, Scope of Work and Budget in connection with the award from the Institute as amended herein. These parties agree to the following:

I. DEFINITIONS

A. Terms

“Consultant” means any person who is a member of a particular profession or possesses a special skill and who is not an officer or employee of a contractor. Examples include those persons retained by contractors or subcontractors in order to enhance their legal, economic, financial, or technical positions. Consultants are generally retained to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with Government officials, or other forms of representation.

“Contract” means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used herein does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

“Contractor” means an entity that receives a contract as defined above.

“Lower tier subaward” means an award provided by a pass-through entity or subrecipient to a lower tier subrecipient for the lower tier subrecipient to carry out part of a Federal award received by the pass-through entity or subrecipient. A lower tier subaward may be

provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“Lower tier subrecipient” means an entity that receives a subaward from a pass-through entity or subrecipient. For purposes of this Subaward, “lower tier subrecipients” are those entities that receive a lower tier subaward from the Institute.

“Subaward” means an award provided by a recipient pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“Subcontract” means any contract as defined above entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services that are ancillary to the Federal program to or for a non-Federal entity and that creates a procurement relationship with the prime contractor.

“Subrecipient” means a non-Federal entity that receives a subaward from a recipient pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Unless otherwise stated, wherever applicable, the terms in this Subaward shall be construed as having definitions identical to those provided by the RESTORE Act and/or any related rules, regulations, or guidelines including, but not limited to, those contained in 31 C.F.R. Part 34 and 2 C.F.R. Part 200.

II. SCOPE OF AGREEMENT

A. GRANT AWARD

Subject to the terms and conditions of this Subaward and the Scope of Work and Budget as detailed in Appendix A, the Institute, under the COE Program, agrees to compensate the Subrecipient on a quarterly cost-reimbursable basis up to the maximum amount of \$DOLLARS (\$XX) (the “Grant Funds”), subject to any grant funding restrictions contained herein.

The Subrecipient agrees that indirect costs are allowable but shall not, in any case, exceed 26% of Modified Total Direct Costs of the approved indirect cost rate. The Subrecipient agrees that any legal agreements with lower tier subrecipient of any activity, project or program conducted with the Grant Funds shall require that indirect

costs not exceed 26% of Modified Total Direct Costs of the approved indirect cost rate for any lower tier subrecipient.

B. PRIOR APPROVALS

The Subrecipient must obtain prior written approval from the Institute whenever any of the following actions is anticipated:

1. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
2. A need to extend the period of performance which will be considered only under rare and extenuating circumstances;
3. The transfer of funds among direct cost categories or programs, functions, and activities if this subaward exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Institute;
4. Unless described in Appendix A and funded in this subaward, the subawarding, transferring or contracting out of any work under this subaward (this provision does not apply to the acquisition of supplies, material, equipment or general support services);
5. The Subrecipient, its subrecipient, or subcontractor must not subaward or subcontract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of the Institute. The Institute will forward request to CPRA and Treasury, which will forward it to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the Institute recipient in writing of the final determination.
6. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles.

C. PERIOD OF PERFORMANCE

The period of performance (the "Term") under this Subaward begins on DATE and ends on DATE. The Term may only be extended by mutual written agreement of the parties in accordance with this Subaward and only under unusual and extenuating circumstances.

D. DESIGNATION OF POINTS OF CONTACT

The Parties designate the following persons to be their official contacts in relation to this Subaward. Any Party may change its contact person upon written notice to the other Parties. Any notice, request, demand, or other communication required or permitted to be given under this Subaward shall be deemed to have been duly given, if in writing and delivered personally, electronically or sent by registered or certified mail as follows:

Subrecipient:

Principal Investigator (Lead):

Authorized Official:

The Water Institute:

Grants Officer:

Jennifer Butler
Director of Grants & Contracts
301 N. Main Street, Suite 2000
Baton Rouge, LA 70825

Technical Point of Contact:

TBD

Authorized Official:

Charles G. Groat
President & CEO
301 N. Main Street, Suite 2000
Baton Rouge, LA 70825

III. REPORTING REQUIREMENTS

A. PERFORMANCE PROGRESS REPORT

Performance Progress Reports must be submitted quarterly with each invoice to be considered for payment. The Performance Progress Report should follow the format provided in Appendix C with applicable sections completed.

B. FINAL REPORT

Within 30 calendar days after the end of the period of performance, the Subrecipient must submit a final technical report. The final report should include copies of thesis/dissertations for Graduate Studentships (to be provided as soon as they are finalized), a final report describing all research activities and findings (for Research Awards and Collaborative Awards), and copies of all publications and presentations made during the award period. The financial support from the Institute shall be acknowledged in all research products and outputs.

C. LOWER TIER SUBRECIPIENT MONITORING

The Subrecipient shall be responsible for monitoring its lower tier subrecipients, consultants, contractors and subcontractors to ensure that work performed in connection with this Subaward comports with the Subaward's terms and all applicable federal and Institute laws, rules, regulations, and guidelines.

IV. PAYMENT PROCESS

A. INVOICE SUBMISSION

The Subrecipient will submit an invoice and performance progress report to the Institute for approval at least quarterly. Submission shall be through the Institute's online grants management system. The Technical Point of Contact (TPOC), as assigned in Section II, shall approve invoices and performance progress reports.

All invoices shall include current and cumulative invoice amounts by budget category, Project Name, and certification as to truth and accuracy of invoice and shall be accompanied by the Performance Progress Report in the format provided in Appendix C. These invoices will be based on the completion of work identified in Appendix A.

Upon completion of the Scope of Work, or termination of this Subaward, and resolution of all relevant contract claims and appeals, The Water Institute shall compute the total costs incurred under this Subaward and tender to the Institute a final cost accounting of amounts due under this Subaward.

B. TRAVEL EXPENSES

Eligible travel expenses under this Subaward will be paid in accordance with PPM-49, or as otherwise required by Louisiana law.

V. TERMINATION OR SUSPENSION OF AGREEMENT

A. TERMINATION/SUSPENSION FOR CAUSE

The Institute may terminate this Subaward for cause based upon the failure of Subrecipient to comply with the terms and/or conditions of the Subaward; provided that the Institute shall give Subrecipient written notice specifying Subrecipient's failure. If within thirty (30) days after receipt of such notice, Subrecipient has not either corrected such failure or, in case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Institute may, at its option, place Subrecipient in default and the Subaward shall terminate on the date specified in such notice.

Subrecipient may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Institute to comply with the terms and conditions of this Subaward; provided that Subrecipient shall give the Institute written notice specifying the Institute's failure and a reasonable opportunity for the Institute to cure the defect.

In the event that a Party elects to terminate this Subaward pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Subaward for any reason.

B. TERMINATION FOR CONVENIENCE

The Institute may terminate this Subaward at any time by giving thirty (30) days written notice to Subrecipient. The Subrecipient may likewise terminate this Subaward at any time by giving thirty (30) days written notice to the Institute. The Subrecipient shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses Subrecipient incurs which are directly associated with the termination, modification, or change of any contracts directly associated with this Subaward.

In the event that a Party elects to terminate this Subaward pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Subaward for any reason.

C. TERMINATION DUE TO FISCAL FUNDING

The continuation of this Subaward is contingent upon the appropriation and release of sufficient funds from Treasury to CPRA to the Institute to fulfill the requirements of this Subaward. Failure of Treasury or CPRA to approve and provide an adequate budget to the Institute for fulfillment of the Subaward terms shall constitute reason for immediate termination or suspension of the Subaward. The Subrecipient shall be paid for the cost of all authorized services properly performed prior to termination.

D. ALLOWABLE COSTS

Costs that result from obligations incurred by Subrecipient during a suspension or after termination are not allowable unless the Institute expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Subaward was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

VI. AWARD REQUIREMENTS

A. RULES AND REGULATIONS

The Subrecipient shall conduct the Scope of Work, Appendix A, in accordance with all applicable Institute and federal statutes, laws, rules, regulations, and policies, including the RESTORE Act, and the State of Louisiana Coastal Protection and Restoration Authority Internal Agency Policies for Administering Grants Governing the Institute of Louisiana's Center of Excellence Under the Resources and

Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Institutes Act (the “CPRA Internal Agency Policies”, attached hereto as Appendix B and incorporated herein by reference).

The CPRA Internal Agency Policies are applicable to the Subaward issued to Subrecipient and, to the extent applicable or required by law, to any lower tier subawards the Subrecipient makes to entities for the expenditure of Grant Funds under the COE Program and shall be included in any legal agreements with lower tier subrecipients. The Subrecipient shall also include in substantially the same manner and format, without limitation, the following operative terms and conditions as described in the following sections of this Subaward, in any legal agreements with lower tier subrecipients engaged in the completion of any activity, project or program conducted with the Grant Funds:

- Section III, Article C., “Lower Tier Subrecipient Monitoring”
- Section VII, Article B., “General Administrative and Financial Requirements”
- Section VI, Article E., “Conflicts of Interest”
- Section VI, Article H., “Export Control”
- Section VIII, “Confidentiality, Ownership, Publication of Data, Access to Data and Patents and Copyrights”
- Section XI, Article F., “Prohibited Activity”
- Section XI, Article H., “Drug Free Workplace Compliance”
- Section XI, Article I., Non-Discrimination Clause”
- Section XI, Article M., “Certification of Debarment/Suspension Status”

Additionally, Subrecipient shall comply with, and require each of its lower tier subrecipients, contractors and subcontractors employed in the completion of any activity, project or program conducted with the Grant Funds to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Treasury’s RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, as applicable.

B. HUMAN SUBJECTS

Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. No research involving human subjects is permitted under this subaward unless expressly authorized by a special award condition, or otherwise by written Notice from the Institute. The Subrecipient bears full responsibility for the proper and safe performance of research involving the use of human subjects under this subaward. If human subjects are used, their rights and welfare will be protected under 45 CFR Part 46, "Protection of Human Subjects".

The Subrecipient must maintain appropriate policies and procedures for the protection of human subjects. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects' research, until the appropriate documentation is approved in writing by the Institute. This documentation may include:

- Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
- Documentation to support an exemption for the project;
- Documentation to support deferral for an exemption or IRB review; or
- Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

C. CARE AND USE OF LIVE VERTEBRATE ANIMALS

The Subrecipient bears full responsibility for the proper and safe performance of Research involving the use of vertebrate animals under this subaward. Subrecipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance. If any vertebrate animals are used, the Subrecipient will send a copy of current IACUC approval to the Institute

D. RESEARCH MISCONDUCT

All activities must be carried out under professional standards of responsible conduct in research (e.g., as defined by the best practices outlined and described in the U.S. National Academy of Sciences "[On Being a Scientist: A Guide to Responsible Conduct in Research. Third Edition](#)" (2009), National Academies Press). Treasury adopts, and applies to Subawards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)).

E. FOREIGN TRAVEL

The Subrecipient may not use funds from this Subaward for travel outside of the United States unless the Institute provides prior written approval, which must be obtained from Treasury. The Subrecipient must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

F. SAMPLES AND PERMITS

Protocols for monitoring, sampling, observations, and measurements collection and processing, and related record-keeping must be consistent with guidance documents developed for Natural Resource Damage Assessment under the Oil Pollution Act of 1990 and the Damage Assessment Remediation and Restoration Program, NOAA, August 1996. Subrecipient is responsible for compliance with local, state or federal requirements related to their research program, including ensuring they have any permits required to conduct their research. Physical samples collected must be stored in a manner that will ensure integrity and future access, for at least as long as records are retained.

G. ACKNOWLEDGEMENTS

All finished materials which incorporate, in whole or in part, any materials produced under this Subaward shall carry the following funding source statement, conspicuously placed:

“This project was funded by The Water Institute of the Gulf under project award number [Insert Project Name Here]. This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury, CPRA or The Water Institute of the Gulf.”

H. EXPORT CONTROL

In performing this Subaward, the Subrecipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The Subrecipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The Subrecipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals. Related definitions include:

- Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as “dual-use” items, items with a military and commercial application.
- Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the

United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

Subrecipient responsibilities include:

- Subrecipient shall control access to all export-controlled items that it possesses or that come into its possession in performance of this Subaward, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- To the extent the Subrecipient wishes to provide foreign nationals with access to export-controlled items, the Subrecipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- Nothing in the terms of this Subaward is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- Compliance with this section will not satisfy any legal obligations that the Subrecipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.
- All Parties will comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC).

The Subrecipient shall include this section in all lower tier transactions (subawards and subcontracts) under this subaward that may involve access to export-controlled items.

I. CLOSEOUT

The Institute will close out this Subaward when it determines that all applicable administrative actions and all required work of this subaward have been completed. Within 30 calendar days after the end of the period of performance, the recipient must submit any outstanding performance reports, as well as a final technical report. The Subrecipient must liquidate all obligations incurred under this subaward not later than 30 calendar days after the end of the period of performance, unless the Subrecipient requests, and the Institute approves, an extension.

The closeout of this Subaward does not affect any of the following:

- The right of the Institute to disallow costs and recover funds on the basis of a later audit or other review;

- The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

VII. ADMINISTRATIVE REQUIREMENTS

A. TAXES

The Subrecipient shall be responsible for payment of all applicable taxes related to the Grant Funds. The Subrecipient's federal tax identification number is XXXXX.

B. GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

The Subrecipient, and to the extent applicable, its lower tier subrecipients, shall comply with the CPRA Internal Agency Policies and the provisions provided therein, including but not limited to: (i) Section 1605 of the RESTORE Act, (ii) 31 C.F.R. Part 34, Subpart H-Centers of Excellence Research Grants Program and Subpart I-Subawards, including without limitation, 31 C.F.R. § 34.703, 31 C.F.R. § 34.704, 31 C.F.R. § 34.705, 31 C.F.R. § 34.706, 31 C.F.R. § 34.707, 31 C.F.R. § 34.708, 31 C.F.R. § 34.803, (iii) Treasury's RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance, and (iv) Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, including without limitation the CPRA Internal Agency Policies, will be deemed incorporated by reference, as applicable, to this Subaward. Additionally, Subrecipient shall comply with the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

The Subrecipient's financial management system capabilities must:

- Permit the preparation of accurate, current, and complete reporting (including subawards if applicable), and any additional reports required by any Special Award Conditions;
- Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, CPRA Rules and Policies, and this Subaward;
- Record the source and application of funds for all activities funded by this Subaward, as well as all lower-tier subawards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances; allow for the comparison of actual expenditures with the amount budgeted; and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements; and

- Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds, safeguard all assets and ensure that they are used solely for authorized purposes.

C. RECORDKEEPING AND AUDITS

Full compliance with all Subrecipient and federal statutes, laws, rules, and regulations, and these policies shall be required, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of Grant Funds from the RESTORE Act's Trust Fund, including without limitation 31 C.F.R. § 34.706, 31 C.F.R. § 34.707, and 31 C.F.R. § 34.708. Subrecipient and its lower tier subrecipients shall act in good faith to supply the Institute, CPRA and/or Treasury with any supporting material or documentation needed for release of Grant Funds or for legal compliance.

Each Party acknowledges and agrees that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office may conduct audits, investigations, examinations and reviews of each recipient's (including Subrecipient and its lower tier subrecipients) and contractor's accounts, documents, papers or other records, including electronic records, and activities relating to the RESTORE Act and the Grant Funds as deemed appropriate by Treasury and may conduct oversight and monitoring of the progress and financial status of each grant through reporting requirements as provided under the RESTORE Act, the RESTORE Final Rule at 31 C.F.R. Part 34, and as defined in Treasury's RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance and Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. Additionally, each Party acknowledges and agrees that the Legislative Auditor of the Institute of Louisiana and/or the auditors of the Office of the Governor, Division of Administration and the Office of the Inspector General shall be entitled to audit all records and accounts, including books, documents, paper and records which relate to this Subaward, including those of any lower tier subrecipients which are reasonably related to this Subaward. Any audit shall be performed in accordance with La. R.S. 24:513 *et seq.* as applicable.

The Grants Officer for this Subaward shall maintain a file relative to the necessary acquisition of services, labor and materials pertaining to costs incurred and in accordance with 2 C.F.R. § 200.333. In addition, Subrecipient and its lower tier subrecipients shall, in accordance with 2 C.F.R. § 200.333, maintain, within each party's custody and control, all records pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable time during the Term and for five (5) years from the date of final payment of the Grant Funds and any lower tier subaward entered into under this Subaward for inspection by CPRA, the Institute, Legislative Auditor and/or the Office of the Governor, the Office of the Inspector General, and/or Division of Administration auditors, and copies therefor shall be furnished if requested; however, prior to disposal of any data pertaining to

costs incurred, Subrecipient and its lower tier subrecipients shall obtain prior written approval from the Institute.

The submission of documentation as required by this Subaward is to verify that such documentation is being produced to provide evidence of the progress of the work performed and to verify that the expenditure of funds occurs in accordance with the terms of this Subaward. The Institute assumes no responsibility to provide extensive document review for any documents received by Subrecipient and its lower tier subrecipients or to determine the completeness or accuracy of any such documentation. Subrecipient and its lower tier subrecipients shall also be responsible for, and assure, compliance with all applicable State and federal statutes, laws, rules, and regulations in carrying out any of their obligations under this Subaward.

While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term “records” includes but is not limited to:

- Copies of all contracts and all documents related to a contract, signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
- Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of sub-recipients, any disclosed conflicts of interest regarding a sub-award, and all signed conflict of interest forms (if applicable);
- All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and sub-recipients (if applicable);
- All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of administrative costs charged to this subaward;
- All supporting documentation for the performance outcome and other information reported on the recipient’s Performance Progress Report and Final Report; and
- Any reports, publications, and data sets from any research conducted under this Award.

If the Subrecipient is authorized to make subawards or subcontracts, the Subrecipient must include in its legal agreement with the lower tier subrecipient a requirement that they retain all records in compliance with 2 C.F.R. § 200.333.

D. PROCUREMENT

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. When the Subrecipient makes a subaward to a lower-tier subrecipient that is authorized to enter into contracts

for the purpose of completing the subaward scope of work, the recipient must require the lower-tier subrecipient to comply with the requirements contained in this section.

E. CONFLICTS OF INTEREST

All Subrecipients of RESTORE Act grants, including any employees or contractors of funded entities working on approved research grants, are required to exercise good judgment and the highest ethical standards in their job responsibilities. Conflict of Interest (COI), or the appearance of such, may compromise integrity and should be avoided. Subrecipients, employees or contractors of the Subrecipient receiving grant funds to conduct approved research projects may not use their involvement with the Institute to make a profit or to obtain any other personal advantage, either for themselves, for their families (spouse, child, and other household members), or for any person or entity in whom or in which they have a significant financial or other vested interest. Potential and actual conflict of interest, or the appearance of such, must be managed so that the Subrecipient's mission is not compromised, research conducted as part of the Subrecipient's organization is free from bias or perceived bias, the research investment is protected, and confidence in the integrity of the Subrecipient's activities is maintained.

In addition to complying with the conflicts of interest provisions referenced in the CPRA Internal Agency Policies, as well as any additional agency conflicts of interest policies or procedures that CPRA or the Institute may implement in the future, any entity or individual performing Work under this Subaward subject to any form of legal agreement with Subrecipient, including without limitation, lower tier subrecipients, consultants, contractors and subcontractors, must fully disclose any previous or current actual or potential conflicts of interest as provided in Appendix D. In doing so, the entity or individual must establish that no conflict of interest exists regarding any existing or anticipated contractual and/or funding agreements and the receipt of funding from CPRA or the Institute. The entity or individual must also agree to make CPRA and the Institute aware of, and obtain prior written approval, before (i) accepting any funds from any party to litigation pending before the United States District Court for the Eastern District of Louisiana captioned "In re: Oil Spill by the Oil Rig 'Deepwater Horizon' in the Gulf of Mexico on April 20, 2010", MDL No. 2179 ("Oil Spill Litigation")¹, (ii) providing any services or conducting any research that is in any way Oil Spill related, or (iii) becoming involved in any other work, research and/or projects that could potentially affect the State of Louisiana's claim for natural resource damages in the Oil Spill Litigation.

¹ The following is a list of the responsible parties to the Oil Spill Litigation to which conflicts may apply: BP Exploration & Production, Inc., BP Corporation North America, Inc., BP America, Inc., BP America Production Company, BP p.l.c., Anadarko Exploration & Production LP, Anadarko Petroleum Corporation, Transocean Holdings LLC, Triton Asset Leasing GmbH, Transocean Deepwater, Inc., Transocean Offshore Deepwater Drilling, Inc., Transocean Ltd., Halliburton Energy Services, Inc.

VIII. CONFIDENTIALITY, OWNERSHIP, PUBLICATION OF DATA, ACCESS TO DATA AND PATENTS AND COPYRIGHTS

A. CONFIDENTIALITY

The Parties to this Subaward shall agree that all information contained in documents marked “Confidential” which are forwarded to one by the other in connection with this Subaward shall be received by the recipient Party in strict confidence and not disclosed by the recipient Party (except as required by law, governmental regulation, or court order), its agents or employees, without the prior written consent of an authorized officer of the other Party, unless such information:

- was in the public domain at the time of disclosure; or
- later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns; or
- was lawfully disclosed to the recipient party by a third party having the right to disclose it; or
- was already known by the recipient party at the time of disclosure; or
- later became necessary to use in connection to the prosecution of a patent application or final issuance of a patent.

If any Party to this Subaward receives a request under the Louisiana Public Records Law, the other Parties shall be promptly notified to prevent or minimize the disclosure of confidential information. This Provision is not intended to circumvent or supersede Louisiana Public Records Law. These confidentiality obligations shall survive the termination of this Subaward for any reason unless otherwise notified in writing by the Institute.

B. OWNERSHIP AND PUBLICATION OF DATA

All records, reports, documents, and other material delivered or transmitted to Subrecipient or its lower tier subrecipients by the Institute shall remain the property of the Institute, and shall be returned to the Institute, at the Subrecipient’s expense, at termination or expiration of this Subaward. Copies of all records, reports, documents, or other material related to this Subaward and/or obtained or prepared by Subrecipient or its lower tier subrecipients in connection with the performance of the services contracted for herein shall, upon request, be provided to Institute by Subrecipient and/or its lower tier subrecipients, at their expense, at termination or expiration of this Subaward.

The Institute encourages the use of data collected under this Subaward for the purpose of dissemination of information through abstracts, scientific and technical papers, presentations of technical/scientific papers in symposiums, seminars, and/or workshops, publication in journals, newspaper articles and television news, etc. However, to ensure proper QA/QC of the information released, the dissemination of data/project information collected via Institute contracts is subject to the following protocols:

- (1) No data or results of activities funded through this Subaward shall be publicly released, published, or presented by Subrecipient or its lower tier subrecipients by any means mentioned above, prior to submission of the final report to the TPOC. In the event that Subrecipient or its lower tier subrecipients wish to publish any findings from Subaward-funded tasks prior to submission of the final report, and unless such entity has obtained written permission to publish such findings from the TPOC, the entity so desiring will furnish the Institute with two (2) copies of any materials intended for publication at least sixty (60) days prior to the initial submission of those materials to the publishing group. The Institute shall then have thirty (30) days from receipt of such materials to review and provide the entity with written comments with respect to the material. The Subrecipient and its lower tier subrecipients agree to give due consideration to any written comments made by the Institute and discuss any such written comments with Institute personnel prior to publication. If the entity receives no written response from the Institute within the thirty (30) day period, it may proceed with the publication. The Institute's written comments shall specifically identify Institute confidential information that shall not be disclosed, unless subject to one of the exceptions listed in Section VII, Article A ("Confidentiality") of this Subaward.
- (2) After submission of the final report, the data and deliverables are considered "public domain" and Subrecipient, its lower tier subrecipients, and the State and the Institute are free to use the data and results without restriction except as noted in the "Confidentiality" and "Patents and Copyrights" Articles of this Subaward.
- (3) The Institute may post the final report and all interim reports on the Center of Excellence and/or CPRA website except as noted in the "Confidentiality" and "Patents and Copyrights" Articles of this Subaward.
- (4) Publication by the State, Institute, Subrecipient, or its lower tier subrecipients shall give credit to the Parties and to all other funding agencies unless any funding agency, or the Parties to this Subaward, request that its credit acknowledgement be omitted.
- (5) In the event a CPRA scientist or engineer, has a role in the research effort of a specific task undertaken in connection with this Subaward, after research awards have been made, that merits this level of recognition, said CPRA personnel may, upon mutual agreement of the parties hereto, have their specific role acknowledged and/or be included as co-author on any publication resulting from the specific work in which they engaged.
- (6) Consistent with developing federal policy on the open access of government-funded research, Subrecipient, and/or its lower tier subrecipients will, to the extent provided for by law and in order to help advance science and improve the management of the Louisiana coastal area, make all reasonable efforts to ensure

that any peer reviewed journal manuscripts are made accessible to the public no later than twelve (12) months after publication.

C. ACCESS TO DATA

All data collected by Subrecipient or its lower tier subrecipients and all reports, documents, products, notes, drawings, tracings and files collected or prepared in connection with work authorized under this Subaward, except Subrecipient's or its lower tier subrecipients' personnel and administrative files, shall be made available to the Institute upon request and the Institute shall not be restricted in any way whatsoever in its use of such material for government purposes. Providing such data to the Institute may be delayed for up to sixty (60) days following Institute's request to allow preparation and submission of patent applications for any inventions developed in connection with the Subaward. Any reports produced as a result of this Subaward shall be made available for the Institute to release publicly at the discretion of the Institute.

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), Subrecipient and/or its lower tier subrecipients, as applicable, shall retain all rights in said data but shall provide timely and unrestricted access to the data to Institute, State, and the U.S. Government. Without limitation of the foregoing, the Institute, State, and the U.S. Government shall have the right to: (1) obtain, reproduce, publish, or otherwise use the research data first produced using Grant Funds, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Institute, State, or U.S. Government purposes.

D. PATENTS AND COPYRIGHTS

The proprietary rights of any intellectual property developed as a result of this project shall be governed by the following provisions:

The Parties hereby mutually agree that, if patentable discoveries or inventions should result from the Subaward-funded work described herein, Subrecipient and/or its lower tier subrecipients, as applicable, will have the right to the patent rights in inventions resulting from work using the Grant Funds, subject to the State, Institute, and the U.S. Government each acquiring a worldwide nonexclusive, non-transferrable (except as provided below), irrevocable, paid-up license to practice or have practiced for on behalf of the Institute, State and the U.S. Government, and any such invention shall also be subject to the "march-in" rights of the U.S. Government as set forth in the above cited statute and regulations. However, the aforementioned entities agree to, and hereby grant, all State of Louisiana Departments, Agencies, and Offices and the United States Government funding the relevant Subaward-funded work a terminable only upon mutual agreement of both parties, non-exclusive, nontransferable and royalty-free license to practice, for government purposes, each invention in the manufacture, use and disposition, according to law, of any

patentable technology, and in the use of any know-how that may be developed as a part of the work under this Subaward. Such non-exclusive licenses may not be sublicensed, including sublicense to for profit commercial entities. Recipient governmental agencies of such non-exclusive licenses will indemnify Subrecipient and/or its lower tier subrecipients, and/or the Board and CPRA, as applicable, and their Board of Supervisors, officers, employees, and agents from all liability arising from licensees manufacture, use or disposition of any patent rights, know-how or technology rights. If Subrecipient and/or its lower tier subrecipients elect not to exercise any right to the patent rights in inventions resulting from work using the Grant Funds or decide to discontinue or refrain from providing the financial support for the prosecution or maintenance of the protection of the patentable discoveries or inventions, the Institute and/or State shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U. S. and in any foreign country at its sole expense and, if the Institute and/or State elects to solely continue prosecution or maintain any such application(s), all of Subrecipient and/or its lower tier subrecipients rights in the applicable patents or patent applications shall be transferred to the State and/or Institute. Subrecipient and/or its lower tier subrecipients shall be free to copyright material developed under this Subaward with the provision that the State, Institute and all other governmental agencies funding the relevant work reserve a royalty-free, nonexclusive, nontransferable and terminable only upon agreement of all Parties license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

In addition to any other rights it may have, the U.S. Government shall have the rights provided in 2 C.F.R. § 200.315, as that section may be revised from time to time.

The policies on patents outlined in 35 U.S.C. §§ 200-211, in 37 C.F.R. § 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights on inventions developed by Subrecipient and/or its lower tier subrecipients, as applicable, using Grant Funds so as to encourage the maximum participation in the COE Program.

IX. GENERAL CONDITIONS

A. RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Subaward, the Institute and the Subrecipient each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law. Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Subaward. The Institute shall be exempt from payment of all Unemployment Compensation, Federal Insurance Contributions Act (“FICA”), retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Subrecipient is an independent contractor.

In the exercise of its rights and obligations under this Subaward, no Party shall provide, without the consent of the other Parties, any lower tier subrecipient, consultant, contractor, or subcontractor with a release that waives or purports to waive any rights any other Party may have to seek relief or redress against that lower tier subrecipient, consultant, contractor, or subcontractor, either pursuant to any cause of action that any other Party may have or for violation of any law.

The participation by the Institute in the oversight of the work related to this Subaward shall in no way be construed to make the Institute a party to any contract between Subrecipient, its lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) or between the Institute and any third party. The participation by Subrecipient in same shall in no way be construed to make Subrecipient a party to any contract between the Institute and/or either's consultant(s), contractor(s), subcontractor(s), or any third party.

B. NO ASSIGNMENT

Subrecipient shall not assign any interest in this Subaward and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of the Institute, provided however, that claims for money due or to become due to Subrecipient from the Institute may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Institute.

C. APPLICABLE LAW, VENUE AND CONTROVERSIES

This Subaward shall be governed by and construed in accordance with the laws of Louisiana. Before any Party to this Subaward may bring suit in any court concerning any issue relating to this Subaward, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Subaward shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Institute of Louisiana.

D. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Subaward shall be deemed to be inserted herein and the Subaward shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party the Subaward shall forthwith be amended to make such insertion or correction.

E. SEVERABILITY

The provisions of this Subaward are severable. If any one or more of the provisions contained in this Subaward shall, be for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Subaward, and thus, this Subaward shall be

construed as if such invalid, illegal or unenforceable provision or provisions had never been contained in this Subaward.

F. PROHIBITED ACTIVITY

Subrecipient and its lower tier subrecipient(s), consultant(s), contractor(s), and subcontractor(s) are prohibited from using the Grant Funds for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Subrecipient and its lower tier subrecipient(s), consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. §§ 1501 *et seq.*), which limits the political activity of employees.

Subrecipient and its lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) agree not to use the Grant Funds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Subrecipient and all of its lower tier subrecipient(s), consultant(s), contractor(s) and subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Subrecipient receiving in excess of \$100,000 in federal funding must submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-federal funds for lobbying. The Form SF-LLL must be submitted to the Institute within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Subrecipient must include a statement in all lower-tier subawards and subcontracts exceeding \$100,000 in federal funds, that the subaward or subcontract is subject to 31 U.S.C § 1352. The Subrecipient must further require the lower-tier subrecipient or subcontractor to submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-federal funds for lobbying within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Subrecipient must submit the Forms SF-LLL, including those received from subrecipients and subcontractors, to the Institute within 30 days following the end of the calendar period.

G. SUBRECIPIENTS, CONSULTANTS, AND CONTRACTORS

Subrecipient may enter into lower tier subawards and/or subcontracts with third parties for the performance of any part of Subrecipient's duties and obligations only as detailed in the Scope of Work and Budget (but in all cases, such arrangements are subject to Section II. B. Prior Approvals). In no event shall the existence of a subaward or subcontract operate to release or reduce the liability of Subrecipient to the Institute for any breach in the performance of Subrecipient's or lower tier any consultant's, Subrecipient's or subcontractor's duties.

The Subrecipient must execute a legally binding written agreement with the lower tier subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The Subrecipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

H. DRUG FREE WORKPLACE COMPLIANCE

Subrecipient hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Subrecipient and any third parties funded using Grant Funds under this Subaward in accordance with 48 FAR § 23.500, *et seq.*, and 48 C.F.R. § 52.223-6.

I. NON-DISCRIMINATION CLAUSE

The Parties, and, as applicable, any lower tier subrecipient(s), consultant(s), contractor(s), and/or subcontractor(s) agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972 and the Treasury Title IX regulations, 31 Part 28, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC §§ 276a *et seq.*), Protection for Whistleblowers in accordance with 41 USC §§ 4712, and the Federal Funding Accountability and Transparency (FFATA) (<https://www.fsrc.gov>).

The Parties agree not discriminate in employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability or age.

Any act of discrimination committed by any Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Subaward.

J. HOLD HARMLESS AND INDEMNITY

Subrecipient shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, lower tier subrecipient(s), consultant(s), contractor(s) and subcontractor(s), and other persons under its control, and shall fully indemnify and hold the Institute and its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of Subrecipient, its successors, officers, directors, assigns, agents, representatives, employees, partners, lower tier subrecipient(s), consultant(s), contractor(s), subcontractor(s), and other persons under its control, without limitation, except that Subrecipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the Institute, and its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Article shall survive termination or expiration of this Subaward for any reason.

K. AMENDMENTS

The Parties agree that any change to this Subaward shall require a written amendment, mutually agreed upon and signed by all Parties. Unless otherwise specified herein, no change to this Subaward shall be valid or enforceable unless reduced to writing and duly signed by both parties.

L. COMPLIANCE WITH FEDERAL LAW

The Parties and lower tier subrecipients agree to comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. §§ 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. § 276c) and to the extent applicable 40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. §§ 276a *et seq.*). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Subaward, to comply with the Buy American Act, 41 U.S.C. §§ 8301-8305 (formerly 41 U.S.C. §§ 10a-10c).

M. CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

The Subrecipients DUNS Number is: #####. All Parties certify with their execution of this Subaward that it is not suspended, debarred, does not appear on the

Excluded Parties List (located at www.SAM.gov), or otherwise ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. Subrecipient further certifies with its execution of this Subaward that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) for work reasonably related to this Subaward certification that such lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) are not suspended, debarred, do not appear on the Excluded Parties List or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) for work reasonably related to this Subaward certification that such lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Parties in the event of it or its lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) associated with this Subaward being suspended, debarred, appear on the Excluded Parties List or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Subaward. Subrecipient further agrees to provide immediate notice to the Institute in the event of it or its lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Subaward.

Upon notice of suspension, debarment, or declaration that any Party and/or its lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Subaward, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Subaward pursuant to the terms of this Subaward, or take such other action it deems appropriate under this Subaward. Upon notice of suspension, debarment, or declaration that Subrecipient and/or its lower tier subrecipient(s), consultant(s), contractor(s), or subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Institute of Louisiana, either prior to or after execution of this Subaward, the Institute further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate

this Subaward pursuant to the terms of this Subaward, or to take such other action the Institute deems appropriate under this Subaward.

N. COVENANT AGAINST CONTINGENT FEES

Subrecipient shall warrant that no person or other organization has been employed or retained to solicit or secure this Subaward upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Institute shall have the right to annul this Subaward without liability in accordance with this Subaward or, in its discretion, to deduct from this Subaward or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

O. ENTIRE AGREEMENT

This Subaward constitutes the entire understanding and reflects the entirety of the undertakings among the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Subaward.

P. THIRD PARTY LIABILITY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Subaward.

Q. OTHER REMEDIES

In addition to the remedies available under this Subaward, any failure of Subrecipient and/or its lower tier subrecipient(s), consultant(s), contractor(s), and subcontractor(s) to adhere to any of the terms, conditions, or guidelines contained in this Subaward, including without limitation the provisions listed in Section VII (“Confidentiality, Ownership, Publication of Data, Access to Data and Patents and Copyrights”) of this Subaward, may result in stoppage of work, lack of future funding, and/or the election of other remedies available to the Institute in law or equity.

R. ENCOURAGED FEDERAL POLICIES

The Subrecipient is hereby notified that, to the greatest extent practicable, it is encouraged to:

- Purchase American-made equipment and products with funding provided under this Award and related sub-awards.
- Encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles, pursuant to EO 13043.
- Include meaningful participation of Minority Serving Institutions (MSIs). Institutions eligible to be considered MSIs are listed on the Department of Education website. Pursuant to EOs 13555, 13270, and 13532, Treasury is

strongly committed to the Initiative and broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs.

S. ENVIRONMENTAL REQUIREMENTS

The Subrecipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes and EOs. If the Subrecipient is permitted to make any lower-tier subawards, the Subrecipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a lower-tier subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the Subrecipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321 seq.)
3. Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), Clean Water Act, as amended (33 U.S.C. §§ 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. §§ 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §§6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. § 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445 and 16 U.S.C.§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

- 19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
- 20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended.

IN WITNESS WHEREOF, the parties have caused this Subaward to be executed by the undersigned duly authorized officials on the dates indicated below before the below-named witnesses.

THE WATER INSTITUTE OF THE GULF:

SUBRECIPIENT:

BY: _____

BY: _____

Dr. Charles Groat, President & CEO

NAME, TITLE

DATE: _____

DATE: _____

WITNESS:

WITNESS:

Signature

Signature

Print Name

Print Name

APPENDIX A
SCOPE OF WORK AND BUDGET

[See Attached]

DRAFT

APPENDIX B
CPRA INTERNAL AGENCY POLICIES

[See Attached]

DRAFT

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

INTERNAL AGENCY POLICIES FOR ADMINISTERING
GRANTS GOVERNING THE STATE OF LOUISIANA’S
CENTER OF EXCELLENCE UNDER THE RESOURCES AND
ECOSYSTEMS SUSTAINABILITY,
TOURIST OPPORTUNITIES, AND REVIVED ECONOMIES OF
THE GULF COAST STATES ACT (RESTORE ACT)

I. BACKGROUND AND PURPOSE

The Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (“RESTORE Act”) was signed into law on July 6, 2012. The RESTORE Act creates a Gulf Coast Restoration Trust Fund (“Trust Fund”) and dedicates 80% of the administrative and civil penalties paid after the enactment of the Act under the Federal Water Pollution Control Act in connection with the *Deepwater Horizon* oil spill to the Trust Fund for the restoration and protection of the Gulf Coast region. The RESTORE Act contains five different funding components, one of which directs 2.5% of the funds deposited into the Trust Fund, plus 25% of the interest on the Trust Fund, to each of the five Gulf Coast States in equal shares to establish Centers of Excellence in each state to conduct research only on the Gulf Coast region.

In August 2014, the United States Department of the Treasury (“Treasury”) published the Interim Final Rule for the RESTORE Act which became effective on October 14, 2014. The Interim Final Rule specifies that the duties of the State of Louisiana for the Center of Excellence will be carried out by the Coastal Protection and Restoration Authority (“CPRA”). The CPRA’s selection process for the Center of Excellence was based on existing state law and regulations (Louisiana Revised Statutes Title 39, Chapter 17, Subtitle III (The Louisiana Procurement Code)) that apply to grants and procurements consistent with the Interim Final Rule, 31 C.F.R. §34.703(b). With regard to the policies that will apply to grants for the Center of Excellence, the Interim Final Rule requires each of the Gulf Coast States to describe the policies it will issue to the Center of Excellence and any lower tier subrecipients to ensure compliance with the Act and Federal law and policies for grants.

Accordingly, the purpose of these Internal Agency Policies is to set forth the following:

- (1) The public review process for the policies.
- (2) The policies applicable to the Center of Excellence grants issued by the State and the policies for lower tier subawards the Center of Excellence will issue.

- (3) The establishment and implementation of a program for CPRA to monitor compliance with its grant agreements.
- (4) The measures the CPRA will use to guard against conflicts of interest.
- (5) Additional policies applicable to the Center of Excellence grants process and its lower tier subgrantees as required by State and Federal law.

II. PUBLIC REVIEW AND COMMENT

These policies for administering Centers of Excellence grants were published and made available for public review and comment for a minimum of forty five (45) days. These policies were adopted after consideration of all meaningful input from the public, including broad-based participation from individuals, businesses, Tribal nations, and non-profit organizations. Public comments on these policies were accepted from February 12, 2015 – Friday, April, 17 2015, via email to: coastal@la.gov, or via regular mail to: CPRA, Attn: Jenny Kurz, P.O. Box 44027, Baton Rouge, LA 70804.

III. INTERNAL AGENCY POLICIES FOR CENTER OF EXCELLENCE GRANTS

These internal agency policies are applicable to the grants issued to the Center of Excellence and, to the extent required by law, to any lower tier subawards the Center of Excellence makes to entities for the expenditure of funds under the Center of Excellence Research Grants Program and shall be included in any legal agreements with lower tier subrecipients. Additionally, the Center of Excellence shall comply, and require each of its lower tier subrecipients, contractors and subcontractors employed in the completion of the activity, project or program conducted with Center of Excellence funds to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Treasury's RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of a Center of Excellence grant award, as applicable.

1. USE OF FUNDS AND ELIGIBLE ACTIVITIES

As required by Section 1605 of the RESTORE Act and 31 C.F.R. §34.703, the Gulf Coast States shall give priority to entities and consortia that demonstrate the ability to establish the broadest cross-section of participants with interest and expertise in science, technology and monitoring in the eligible discipline(s) on which the proposal is focused. In order to receive funds made available as competitive subawards from the State, a Center of Excellence and any lower tier subgrantees shall focus on science, technology, and monitoring in at least one of the following disciplines:

1. Coastal and deltaic sustainability, restoration, and protection, including solutions and technology that allow citizens to live in a safe and sustainable manner in a coastal delta in the Gulf Coast Region.
2. Coastal fisheries and wildlife ecosystem research and monitoring in the Gulf Coast Region.
3. Offshore energy development, including research and technology to improve the sustainable and safe development of energy resources in the Gulf of Mexico.
4. Sustainable and resilient growth and economic and commercial development in the Gulf Coast Region.
5. Comprehensive observation, monitoring, and mapping of the Gulf of Mexico.

Research conducted by the Center of Excellence or its lower tier subgrantees should focus on issues pertinent to Louisiana with emphasis on advancing Louisiana's Coastal Master Plan. Where research is conducted outside of the State, it should show a clear connection to its relevance in Louisiana.

2. RELATIONSHIP BETWEEN CPRA AND THE CENTER OF EXCELLENCE

The Center of Excellence shall serve as the granting organization for the Section 1605 RESTORE Act funding. As such, it is anticipated that the Center of Excellence will be responsible for conducting various activities, including but not limited to the following:

- Coordinate with the State to develop goals and objectives for the research program.
- Develop a research strategy and competitive grant process that includes guidelines and grant requirements, selection criteria and confidential expert review, and reporting requirements.
- Develop collaborative partnerships with academia, business/industry, governmental and non-profit organizations and encourage collaboration through a research strategy.
- Distribute limited resources in accordance with the established goals, objectives and research strategy to various research entities in an effective and efficient manner.
- Maintain high standards and methodologies, utilize best practices and maintain high ethical standards.
- Manage all contract management activities, including reporting, with expert reviewers and grant recipients.
- Provide technical expertise in multiple disciplines to assist the program.
- Provide administrative and financial oversight for a large-scale grant program, which could include: invoice and billing activities, accounting and auditing services, reporting and tracking, and overall grant administration to ensure compliance with all state and federal requirements.
- Provide anticipated administrative rates and/or costs anticipated being necessary to perform Center of Excellence duties as identified in the RESTORE Act.
- Develop and track success metrics.

- Form a multi-discipline Center of Excellence Review Board responsible for providing review and guidance on the research strategy, grant selection, and performance evaluation.

3. MANAGEMENT OF SUBAWARDS

a. ADMINISTRATION OF SUBAWARDS

i. COMPETITIVE PROCESS FOR SELECTING SUBAWARDS AND LOWER TIER SUBAWARDS AND AWARD REQUIREMENTS

Any Center of Excellence selected by the State shall be selected according to the competitive process required by Louisiana law (Louisiana Revised Statutes Title 39, Chapter 17, Subtitle III (The Louisiana Procurement Code)). For any lower tier subawards issued by the Center of Excellence, the Center of Excellence shall develop the competitive grant selection process by which any lower tier subawards are issued, in accordance with Louisiana law. This process shall be subject to approval by CPRA and will, at a minimum, be based on the following: the relevance of research to the eligible discipline(s), the quality of the proposed research, the advancement of Louisiana's Coastal Master Plan and the amount of available funds.

Contracts for the Center of Excellence and any lower tier subawards will be issued using standard terms and conditions required by Louisiana law and these policies, and shall conform to: (i) Section 1605 of the RESTORE Act, (ii) 31 C.F.R. Part 34, Subpart H-Centers of Excellence Research Grants Program and Subpart I-Agreements, (iii) Treasury's RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance, and (iv) Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions and these policies.

ii. FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

The Center of Excellence and its lower tier subgrantees shall expend and account for funds in accordance with state laws and procedures. In addition, pursuant to 2 C.F.R. §200.303, and Paragraph E of Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Center of Excellence and its lower tier subgrantees shall establish and maintain effective internal control over the Federal award in a manner that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. As provided in 2 C.F.R. §200.303, these internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Additionally, as provided in Paragraph C.9 of Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Center of Excellence shall comply with the following:

- a. The Center of Excellence must execute a legally binding written agreement with any lower tier subrecipient. This agreement must incorporate all the terms and conditions of the Center of Excellence's award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The Center of Excellence must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The Center of Excellence must evaluate and document each lower tier subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate lower tier subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The Center of Excellence must monitor the lower tier subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the lower tier subrecipient is administering the lower tier subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The Center of Excellence must provide training and technical assistance to the lower tier subrecipient as necessary.
- e. The Center of Excellence must, if necessary, take appropriate enforcement actions against non-compliant lower tier subrecipients.
- f. The Center of Excellence must apply the terms and conditions of Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, including any Special Award Conditions, to all lower tier subawards, and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

b. COMPLIANCE MONITORING

i. CENTER OF EXCELLENCE COMPLIANCE MONITORING

The Executive Director of the CPRA, or his designee, shall monitor compliance by the Center of Excellence with these policies. This compliance monitoring will require the Center of Excellence to submit to the CPRA, on a schedule and dates to be provided by CPRA but no less than once per year, a compliance report including financial statements in accordance with grant terms and conditions in a format to be provided by CPRA. At a minimum this compliance report shall be sufficient to permit the preparation of reports described herein and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to State and Federal statutes, regulations, and the terms and conditions of the Center of Excellence Federal award.

In addition, the Center of Excellence shall perform the duties, or assist the CPRA in the performance of those duties, as defined in (i) Section 1605 of the RESTORE Act, (ii) 31 C.F.R. Part 34, Subpart H-Centers of Excellence Research Grants Program and Subpart I-Agreements,

including without limitation, 31 C.F.R. §34.703, 31 C.F.R. §34.704, 31 C.F.R. §34.705, 31 C.F.R. §34.706, 31 C.F.R. §34.707, 31.C.F.R. §34.708, 31 C.F.R. §34.803, (iii) Treasury’s RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance (including Section 6.0 – Centers of Excellence Applicant Certifications and Section 7.0 – RESTORE Act Centers of Excellence Periodic Reporting Documentation, including annual reports to the Gulf Coast Ecosystem Restoration Council as further described in “Recordkeeping, Reporting and Audits” below), and (iv) Treasury’s RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. Additionally, to the extent applicable, the Center of Excellence shall comply with the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

ii. LOWER TIER SUBAWARD COMPLIANCE MONITORING

The Center of Excellence shall establish and monitor compliance with lower tier subawards regarding project timeline, financial and programmatic objectives and will describe the policies and procedures to be used to maintain and monitor compliance with the RESTORE Act and all applicable federal and state grant application requirements. The Center of Excellence shall also provide compliance reports on its monitoring of lower tier subgrants to CPRA, on a schedule and dates to be provided by CPRA, but no less than once per year, a compliance report including financial statements in accordance with grant terms and conditions in a format to be provided by CPRA. At a minimum these compliance reports shall be sufficient to permit the preparation of reports described herein and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to State and Federal statutes, regulations, and the terms and conditions of the Center of Excellence Federal award.

The Center of Excellence shall require its lower tier subgrantees to comply with the requirements of the following, as applicable: (i) Section 1605 of the RESTORE Act, (ii) 31 C.F.R. Part 34, Subpart H-Centers of Excellence Research Grants Program and Subpart I-Agreements, including without limitation, 31 C.F.R. §34.703, 31 C.F.R. §34.704, 31 C.F.R. §34.705, 31 C.F.R. §34.706, 31 C.F.R. §34.707, 31.C.F.R. §34.708, 31 C.F.R. §34.803, (iii) Treasury’s RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance (including Section 6.0 – Centers of Excellence Applicant Certifications and Section 7.0 – RESTORE Act Centers of Excellence Periodic Reporting Documentation, including annual reports to the Gulf Coast Ecosystem Restoration Council as further described in “Recordkeeping, Reporting and Audits” below), and (iv) Treasury’s RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.

Compliance reporting requirements may also require the Center of Excellence to obtain data from third parties that receive funding from subawards (i.e lower tier subrecipients or lower tier subgrantees). It shall be the Center of Excellence’s obligation to implement any contractual arrangements it may need use of, and access to, such data.

c. RECORD KEEPING, REPORTING AND AUDITS

Full compliance with all state and federal statutes, laws, rules, and regulations, and these policies shall be required, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of grant funds from the RESTORE Act's Trust Fund, including without limitation 31 C.F.R. §34.706, 31 C.F.R. §34.707, and 31 C.F.R. §34.708. The Center of Excellence and its lower tier subgrantees shall act in good faith to supply the CPRA and/or Treasury with any supporting material or documentation needed for release of grant funds or for legal compliance.

Treasury, including the Treasury Inspector General, may conduct audits and reviews of each recipient's (including the Center of Excellence and its lower tier subgrantees) accounts and activities relating to the RESTORE Act as deemed appropriate by Treasury and may conduct oversight and monitoring of the progress and financial status of each grant through reporting requirements as provided under the RESTORE Act, the RESTORE Interim and Final Rule and as defined in Treasury's RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance and Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. Additionally, the State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, paper and records of the Center of Excellence and any lower tier subgrantees which are reasonably related to the agreement between the CPRA and the Center of Excellence.

The Center of Excellence and its lower tier subgrantees shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable time during the contract period and for five (5) years from the date of final payment of RESTORE Act Center of Excellence funds for inspection by the State, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies therefor shall be furnished if requested.

In addition to financial and performance reports required by the Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" at 78 Fed. Reg. 78,590 (December 26, 2013), the Center of Excellence shall assist the CPRA with providing (i) any performance report as required by Section 5.0 Treasury's RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance, and (ii) an annual report to the Gulf Coast Ecosystem Restoration Council ("Council") in accordance with 31 C.F.R. § 34.706(a) in a form set by the Council no later than sixty (60) days after the end of the federal fiscal year, and provide a copy to Treasury. The annual report, at a minimum, shall include the following:

- executive summary
- information on subrecipients,
- subaward amounts,
- discipline or disciplines addressed,
- research projects undertaken,

- status of performance, and
- any other reporting information the Council may require.

When the subrecipient is a consortium, the annual report also shall identify the consortium members and the respective discipline(s) addressed. This information will be included in the Council's annual report to Congress. Additionally, the Center of Excellence will assist CPRA with the completion of any other reports as required by Treasury as provided in 31 C.F.R. § 34.706(b).

4. CONFLICTS OF INTEREST AND ANTI-FRAUD POLICY

The Center of Excellence and its lower tier subgrantees shall maintain written standards of conduct that comply with state and federal law governing the performance of its employees involved in executing any award or administration of lower tier subawards in accordance with Paragraph C.9(g) of Treasury's RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions and 2 C.F.R. §200.318(c).

- i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
- ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients or their officers, employees, or agents.
- iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
- iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

The Center of Excellence and its lower tier subgrantees shall also comply with the requirements of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*, Louisiana's dual employment prohibitions, La. R.S. 42:61 *et seq.*, 2 C.F.R. §200.318(c) and the Center of Excellence shall implement maintain a process for soliciting and evaluating Center of Excellence subaward proposals through the competitive process as required by Louisiana law and using best practices to guard against conflicts of interest in accordance with Louisiana and Federal law.

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to grant funds shall be reported to Treasury and the Treasury

Inspector General. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283);

Or FAX to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline
 P. O. Box 94397
 Baton Rouge, LA 70804

5. PERFORMANCE MEASURES

The Center of Excellence, in conjunction with CPRA, shall develop success metrics for any lower tier subawards which may be similar to the performance metrics used by other research-focused organizations. Performance metrics for the Center of Excellence and its lower tier subawards may be quantitative in nature and the metrics may be varied and determined by the work undertaken. Performance metrics may also include an assessment of the Center of Excellence's or a lower tier subgrantee's coordination with a wide variety of other Gulf restoration programs including, without limitation, other Gulf Coast RESTORE Act Centers of Excellence and the Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology Program referenced in Section 1604(f) of the RESTORE Act.

Metrics for assessing the competitive grants process undertaken by the Center of Excellence may include, without limitation: an assessment of the number of proposals received, time from the initiation of the contract to execution, the number of disciplines represented in the proposals, etc. Metrics for the progress of research may include, without limitation: on-time reporting and on-time completion of research. Metrics for the research accomplishments may include publications, citations, theses/dissertations, etc.

The Center of Excellence and its lower tier subgrantees shall also assist CPRA with the completion of Form 5.0 in RESTORE Act Centers of Excellence Research Grants Program Guidelines and Application to Receive Federal Financial Assistance.

APPENDIX C
PERFORMANCE PROGRESS REPORT

[See Attached]

DRAFT

PERFORMANCE PROGRESS REPORT
The RESTORE Act Center of Excellence for Louisiana

Sub Institution: _____
PI Name: _____
CFDA 21.015
Federal Grant No. RCEGR260003-01-00
CEA #: XXX

Start Date _____ **End Date:** _____

Project Period: _____

Reporting Period: _____

Center of Excellence		Total Award	Total This Invoice	Invoiced to Date	Remaining Amount	Percent Expended
	Year 1				\$ -	
	Year 2				\$ -	
	Total	\$ -	\$ -	\$ -	\$ -	

Status of Performance (as applicable)	Activities for the Reporting Period
Summarize key accomplishments, including milestones completed for the reporting period and any significant findings or events.	
Describe outreach activities to disseminate or publicize project results.	
Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget, and indicate what actions have been taken to address these challenges.	
Describe efforts taken to monitor sub-recipient performance during the reporting period.	
List presentations and publications (either in process or published) resulting from award during the reporting period.	
List name/program of graduate, undergraduate or postdocs at Louisiana-based colleges/universities funded from award during the reporting period.	

Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

Principal Investigator Signature: _____ **Date Signed:** _____

Name: _____

Approval of Center Technical Point of Contact:

Signature: _____ **Date Signed:** _____

Name: _____

APPENDIX D

**RESPONSIBLE PARTIES
CONFLICT OF INTEREST (COI) DISCLOSURE FORM**

For any activities funded under the Center of Excellence, all entities or individuals performing Work under the Subaward subject to any form of legal agreement with The Water Institute are required to complete this disclosure form.

This form should be completed at the request of The Water Institute or whenever an update of this form becomes necessary for purposes of reporting any anticipated funding to be received from any of the Responsible Parties.

Project Title: _____
Proposal No.: _____ **Date:** _____
Name: _____ **Signature:** _____
Role: PI Co-PI Other Key Person Initial Disclosure Update Disclosure

Please check Yes or No for the questions below:

Yes No Are you currently working on any project funded either directly or indirectly by any of the Responsible Parties listed below?
 Yes No Do you have any pending proposals to be funded directly or indirectly through by any of the Responsible Parties listed below?

If one of the answers above is “Yes,” please complete the Current and Pending Support form and submit with this disclosure form to The Water Institute. CPRA will evaluate and determine whether a conflict of interest (COI) presents with regard to any of the entities identified by the U.S. Coast Guard as Responsible Parties. A list of the Responsible Parties is provided at the bottom of this form.

The following is a list of the parties to the Oil Spill Litigation to which conflicts may apply: (i) the Defendants include: BP Exploration & Production, Inc., BP Corporation North America, Inc., BP America, Inc., BP America Production Company, BP p.l.c., Anadarko Exploration & Production LP, Anadarko Petroleum Corporation, Transocean Holdings LLC, Triton Asset Leasing GmbH, Transocean Deepwater, Inc., Transocean Offshore Deepwater Drilling, Inc., Transocean Ltd., Halliburton Energy Services, Inc., and (ii) the non-Louisiana plaintiffs include: the United Institutes of America (including the following federal agencies: the Department of Justice; the Department of Commerce National Oceanic and Atmospheric Administration; the Department of Interior Fish and Wildlife Service, National Park Service, Bureau of Land Management; the Environmental and Protection Agency; the Department of Agriculture; and the Department of Defense), the Alabama Department of Conservation and Natural Resources, the Geological Survey of Alabama, the Mississippi Department of Environmental Quality, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Texas Parks and Wildlife Department, the Texas General Land Office, the Texas Commission on Environmental Quality.

Current and Pending Support Form

The following information should be provided for each key person who answered "Yes" to the questions on the Conflict of Interest Disclosure Form for the Cooperative Endeavor Agreement between the State of Louisiana by the Coastal Protection and Restoration Authority Board and through the Coastal Protection and Restoration Authority and The Water Institute of the Gulf regarding the RESTORE Act Center of Excellence. The Source of funding is limited to those on the Responsible Parties list.

Investigator: _____

Support: Current Pending

Project/Proposal Title:

Project Role:

Source of Support:

Total Award Amount: \$

Total Award Period Covered:

Location of Project:

Person-Months Per Year Committed to the Project.

Cal:

Acad:

Sumr:

Support: Current Pending

Project/Proposal Title:

Project Role:

Source of Support:

Total Award Amount: \$

Total Award Period Covered:

Location of Project:

Person-Months Per Year Committed to the Project.

Cal:

Acad:

Sumr:

Support: Current Pending

Project/Proposal Title:

Project Role:

Source of Support:

Total Award Amount: \$

Total Award Period Covered:

Location of Project:

Person-Months Per Year Committed to the Project.

Cal:

Acad:

Sumr:

Support: Current Pending

Project/Proposal Title:

Project Role:

Source of Support:

Total Award Amount: \$

Total Award Period Covered:

Location of Project:

Person-Months Per Year Committed to the Project.

Cal:

Acad:

Sumr:

Support: Current Pending

Project/Proposal Title:

Project Role:

Source of Support:

Total Award Amount: \$

Total Award Period Covered:

Location of Project:

Person-Months Per Year Committed to the Project.

Cal:

Acad:

Sumr: