

**AGREEMENT BETWEEN
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD**

**and
XXX**

3316FAN1602.XX

XXX

The United States of America (acting through the United States Coast Guard, and herein called the Coast Guard), pursuant to and for the purpose of carrying out 46 U.S.C. 13103(c), agrees to pay the Government's share of allowable costs incurred in accomplishing the project described in the project proposal (herein called the project) to **XXX** (herein called the recipient) subject to the following:

A. Purpose of Agreement. The purpose of this agreement is to provide assistance to the recipient in conducting national boating safety activities in the public interest.

B. Allocation. To assist **XXX** in financing the project, the Government agrees to allocate to the recipient the sum of **\$XXX** which will be distributed as reflected in the Reporting and Payment Schedule. Approval of each payment is contingent upon (a) the recipient submitting all reports and complying fully with the Agreement; and (b) the Coast Guard determination that cash is being made available only in accordance with the project disbursement needs. The funds must be expended by **September 30, 2017**. The project completion date is **September 30, 2017**.

C. Program. The recipient agrees to undertake and complete the actions proposed in the project in accordance with the Assurances/Certifications of this Agreement.

D. Assurances/Certifications. The recipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including 2 CFR Part 200 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards), as they relate to the acceptance and use of Federal funds for this project. Also, the recipient assures and certifies to the Coast Guard that:

1. It will establish and maintain administrative and fiscal practices and policies that conform to generally accepted standards. The recipient will insure that the accounting system and related controls are operating effectively and that adequate records are being maintained, that allocated funds are being controlled and expended in accordance with this Agreement, and that receipt and expenditure of the funds can be audited without difficulty. The recipient is required to maintain all accounting records pertaining to subcontractors which are hired.
2. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
3. Acknowledges its agreement to comply with the Department of Homeland Security's Standard Terms and Conditions that were included as part of the National Non Profit Organization grant announcement.
4. It will adhere to all Coast Guard Grant Product Guidelines and as applicable, Coast Guard Media and Film Guidelines for Boating Information.
5. It will ensure that the cost of the program includes only costs that are allowable under 2 CFR Part 200 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards). Standard government travel regulations will be used to determine reasonableness of any travel costs.
6. It will obtain prior approval on any transfer of funds for awards in which the Federal share of the project exceeds \$100,000 and/or the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as per 2 CFR Part 200 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards).
7. It will make outlays of allocated Federal funds in general conformity with the proposed actions and estimated costs listed in the approved budget. It will ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Substantial deviations from the proposed schedule of actions and costs must be approved by the Coast Guard to qualify for payment.
8. It will retain program income earned during the project period. It will add this income to funds committed to the project and thereby further eligible program objectives. It will return any interest earned on grant funds in accordance with provisions of 49 CFR Part 19, Section 19.22 (k&l) as outlined in the Grant Application Package.
9. It will give the Coast Guard or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents relating to the assistance.
10. It will comply with all applicable Federal audit requirements in accordance 2 CFR Part 200 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards).
11. It will furnish to the Coast Guard one copy of any audit report performed on recipient's

account within 30 days of receipt of such report.

12. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended, which stipulates that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. It will sign a certification to this effect.

13. It will comply with the Federal requirements for drug-free workplace certification as contained in 49 CFR Part 29, including: (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (2) Establishing a drug-free awareness program for its employees and/or agents; (3) Making it a requirement that each employee/agent engaged in the performance of the grant be given a copy of the awareness program; and (4) Taking appropriate follow-up action when violations occur.

14. It will comply with the Federal requirements for prohibition or disclosure of lobbying activities as contained in Section 319 of Public Law 101-121.

15. It is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal financial assistance programs or activities.

16. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives, the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

17. It will act responsibly in matters of safety and shall take all reasonable safety measures in performing project activities, and comply with all applicable Federal, State and local laws and regulations governing safety, health and sanitation.

18. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

19. It will furnish reports to the Coast Guard in accordance with the Reporting and Payment Schedule. The following reports will be required to be completed and submitted quarterly:

a. Federal Financial Report (Standard Form 425).

(1) The recipient shall prepare the Federal Financial Report on an accrual basis. If its accounting records are not normally kept on an accrual basis, the recipient shall develop such accrual information through best estimates based on an analysis of the documentation on hand. Submit a Federal Financial Report (SF-425) together with a narrative performance report describing the accomplishments of the boating safety project and a SF-424A Section B form showing the actual expenditures ending for the

specific quarter.

(2) The performance report shall list any nonexpendable personal property (personal property having a useful life of more than one year and an acquisition cost \$500 or more per unit) that was purchased in whole or in part with Federal funds.

b. Planning and progress reports.

(1) Recipient is required to submit a work plan delineating:

- (a) When the various tasks are projected to be completed.
- (b) When reviews should be conducted. If the grantee requests the Coast Guard Grant Technical Manager (GTM) to review materials prior to production, a minimum of two weeks should be scheduled for each review.
- (c) A concise progress report will be submitted each quarter (at a minimum) outlining the tasks completed and the tasks remaining. The progress reports should convey the status of the project to the GTM and any changes to the schedule outlined in the plan.
- (d) When on-site inspection or review is required. In some cases it may be considered appropriate or necessary to have a subject matter expert from the Coast Guard on scene to observe a test or filming, for example, or to meet with the project team. This should be noted in the plan submitted so the GTM may plan and allocate resources as needed.
- (e) Grant recipients will need to be sure to submit reports at the conclusion of the project clearly specifying the accomplishments and any measures that are implemented to indicate the effectiveness of the project in achieving its objectives and our performance goals.

Alternate methods of reporting are acceptable upon the recipient's submission and the Coast Guard's acceptance of a request for such a method.

The final product of the grant shall:

- Include an **executive summary** of the work done to complete the grant project (i.e., a summary of the literature search, review of past projects, design methodology, and development process). This executive summary should be no more than two pages in length.
- Include an **abstract** describing the grant product or products and their intended uses that would be suitable for publication in a magazine or newsletter that could serve as an announcement of the completion of the grant project. This abstract should be no more than one page in length.
- Include **master copies or originals** of any printed, film, video or other media materials in a pre-agreed upon compatible Coast Guard format. This will allow the Coast Guard to have on file materials from which copies or segments can be taken to address other audiences or a specific need.
- Have an appropriate statement indicating that the project was done under a U.S. Coast

Guard Grant (see USCG Grant Product Guidelines). Credits may include other organizations but may not be used as a recruiting or advertising mechanism.

- If applicable, contain final edits of media, artwork and film that adhere to the U.S. Coast Guard Guidelines for Media Information.
- Incorporate all technical changes identified in the review process with the GTM.

20. It will grant the Coast Guard (at no cost) a non-exclusive, irrevocable license to publish, duplicate, exhibit or otherwise dispose of reports, data, or other information developed by the grantee under this grant, including any copyrightable material.

21. It will submit any requests for amendments to the original Agreement in writing using the Amendment form approved by the Coast Guard.

22. Each grant recipient will be required to collaborate with other recreational boating partners concerning the implementation of their awarded grant.

23. A representative of each grant recipient organization will be required at the 2017 International Boating and Water Safety Summit. They are to provide a presentation on their awarded project. Information on the format of the presentations will be provided at a later date and information on the Summit can be accessed at <http://ibwss.org>.

24. All grantees must attend and participate in a mandatory Webinar. Date TBD.

REPORTING AND PAYMENT SCHEDULE

TBD

SPECIAL CONDITION(S) OF AWARD:

In witness whereof, the recipient has caused this Agreement to be executed on its behalf, and thereafter the Government has caused it to be executed on its behalf. I understand and agree to the foregoing terms and conditions of this grant, and hereby certify my authority to execute this agreement.

RECIPIENT: XXX

BY _____

Title _____

Date _____

UNITED STATES OF AMERICA
UNITED STATES COAST GUARD

BY _____

PAVLO OBORSKI,
Title Chief, Grants Management Branch

Date _____