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2/23/10-CAA-VLR

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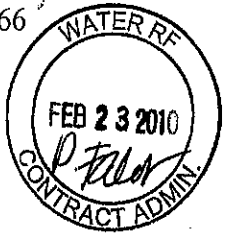
Ymro 2/25/10

EPLS CHECKED
2/23/10
Date Name

WATER ENVIRONMENT RESEARCH FOUNDATION PROJECT NO. INFR1SG09
and
WATER RESEARCH FOUNDATION PROJECT NO. 04297

Innovation and Research for Water Infrastructure in for the 21st Century

This Subaward Agreement ("Agreement") is effective between the Water Environment Research Foundation ("WERF"), a Virginia not-for-profit corporation with a principal place of business at Suite 300, 635 Slaters Lane, Alexandria, VA 22314 and Water Research Foundation ("Subrecipient"), a Delaware non-profit corporation with a principal place of business at 6666 W. Quincy Avenue, Denver, CO 80235.



PREAMBLE

Whereas, WERF has entered into a Cooperative Agreement with the U.S. Environmental Protection Agency (EPA), Assistance ID No. CR-83419201, CFDA 66.611, period for the Cooperative Agreement beginning on July 1, 2009 and ending on June 30, 2013, in support of a project titled, *Innovation and Research for Water Infrastructure for the 21st Century* ("the Prime Award") attached as Exhibit A;

Whereas, WERF desires the Subrecipient to perform certain work within the scope of the Prime Award described above ("the Prime Award") under the terms and conditions set forth below, and the Subrecipient has expressed a willingness to perform such works; and

Whereas, WERF is the enforcement entity for all terms and conditions granted under this Agreement as they relate to the Prime Award.

Now, therefore, for mutual and valuable consideration the parties agree to the following terms and conditions:

1. STATEMENT OF WORK

Subrecipient shall perform the work outlined in the Prime Award Proposal ("the Proposal") titled *Proposal: Innovation and Research for Water Infrastructure for the 21st Century Request for Application (RFA): EPA-ORD-NRMRL-CI-08-03 (May 27, 2008)* the narrative of which is incorporated as Exhibit B. The scope of work may be modified moving forward but any such modification is subject to approval by the WERF board taking into consideration the recommendations of the Innovative Infrastructure Research Committee (IIRC).

2. DURATION

The term of this Agreement shall start upon the date of execution by both parties and end on June 30, 2013 unless terminated as provided herein. Pre-award costs may commence as of July 1, 2009. Any extensions require preapproval by the EPA. In the event that Subrecipient and WERF agree that an extension is warranted, WERF will exercise its best efforts to obtain such

extensions from the EPA. Upon EPA approval of any extensions, such extensions will be granted to Subrecipient by amendment to this Agreement.

3. BUDGET, COSTS AND PAYMENTS

- A. Costs - The Subrecipient shall be reimbursed for all eligible project costs, as determined by applicable cost principles and administrative requirements, upon receipt and acceptance of a properly completed invoice. Year one (1) funding is capped at \$937,500 as described in the Proposal. The requirements of this Agreement also include a Subrecipient cost sharing component of \$286,440 that must be separately identified and accounted for as part of the invoicing process. Subrecipient's cost sharing contribution shall consist of cash and in-kind contributions from for-profits, not-for-profits, utilities and institutions of higher education. International entities providing in-kind support to the Subrecipient will be preapproved through WERF per the authorization procedure outlined in the Award in Article 16.A.7. Therefore, total first year project costs including in-kind cost sharing must equal \$1,223,940.
- B. Budgets - Budgets for years two (2) through four (4) of this Agreement are outlined in the Prime Award and are subject to EPA approval and availability of funds on an annual basis. Notice of such approval and availability will be sent by WERF to Subrecipient within a timely manner upon notification from the EPA.
- C. Invoices - An invoice detailing expenses incurred during the reporting period must be submitted to the WERF every calendar quarter. The Subrecipient invoice must also detail all cost-share and third party in-kind (if available) for each reporting period. Each invoice should be displayed according to the budget line items in Exhibit A. All invoices must be submitted using the form shown in Exhibit C of this Subaward and supported with a summary report of researcher expenses. Such report shall be in the format of Subrecipient's "Grant Summary Report" attached as Exhibit D. Should the format of the Grant Summary Report change, then WERF shall be notified of such change in writing within thirty (30) days of the effective date of the change and WERF shall have the opportunity to accept the new changes or to request modifications to meet the requirements of this Agreement. All changes will be mutually agreed upon by both parties.
- D. Unallowable Costs/Unallowable Cost Sharing - Subrecipient's invoice shall be subject to reduction for amounts included in any invoice or prior payment made which are determined not to constitute allowable costs/allowable cost sharing on the basis of audits, reviews, or monitoring of this Subaward in accordance with WERF's standards and any applicable Federal Uniform Administrative Requirements (based upon Subrecipient's cognate agency). Further, in the event that an unallowable amount is identified following payment, Subrecipient shall reimburse WERF for such amount. Subrecipient may appeal any decisions regarding unallowable costs and/or unallowable cost sharing to WERF in writing and such appeals shall be subject to the dispute resolution provisions of this Agreement. Subrecipient understands that it is responsible for compliance with all cost sharing and accounting regulations relevant to its organization under the Prime Award, including, but not limited to, 40 CFR 30.23.

4. ADMINISTRATIVE AND PROGRAMMATIC CONDITIONS

Subrecipient is responsible for all administrative and programmatic conditions outlined in the Prime Award which is attached and referenced herein as Exhibit A. Any questions regarding the administrative and programmatic conditions shall be directed to the WERF project manager identified below.

5. NOTICES AND POINTS OF CONTACT

Any notices required under this Agreement shall be addressed to the respective project manager. Any amendments should also be sent to the Subrecipient's Contract Administrator.

WERF Points of Contact for this Agreement are:

Project Manager: Walter Graf, WGraf@werf.org, (703) 684-2470, ext. 7912

Invoices/Billing: Robert Sutton, BSutton@werf.org, (703) 684-2470 ext. 7295

Contract Admin.: Lori Schulman, LSchulman@werf.org, (703)684-2470, ext. 7229

Postal and courier deliveries to WERF points of contacts should be directed to the address first written above.

Subrecipient's Points of Contact for this Agreement are:

Project Manager: Frank Blaha, fblaha@waterresearchfoundation.org, (303) 347-6244.

Invoices/Billing: Kim VanByzeren, kvaneyzeren@waterresearchfoundation.org, (303) 347-6113.

Contract Admin: Peggy Falor, pfalor@waterresearchfoundation.org, (303) 734-3424.

Postal and courier deliveries to Subrecipient's points of contacts should be directed to the address first written above.

6. QUALITY MANAGEMENT PLAN (QMP)

Per Paragraph 6 of the Programmatic Conditions in the Prime Award, the Subrecipient shall submit an EPA approved Quality Management Plan (QMP) to WERF within ten (10) calendar days upon Subrecipient's signature to this Agreement. Subrecipient shall comply with EPA NRMRL requirements for Quality Assurance Project Plans (QAPP). QAPP specifications may be found at <http://www.epa.gov/quality/qs-docs/r5-final.pdf>.

7. REPORTING

- A. Progress Reports – Subrecipient agrees to provide progress reports in accordance with the deliverables schedule for each funded Project through Subrecipient's standard funding agreement available at <http://www.waterresearchfoundation.org/research/projectAdmin/docs/federalcontract.pdf>. In the event Subrecipient changes its reporting requirements, Subrecipient shall notify WERF in writing within thirty (30) days of the effective date of such changes and the parties shall mutually agree upon a new reporting requirement.
- B. Annual Reports – Annual Reports and Annual Report Summaries, as defined in the Prime Award, are due forty five (45) calendar days prior to the end of each reporting period. The format of the report shall adhere to the requirements of the Prime Award. The annual reporting period end date is June 30, 2010 and June 30 of any renewal period. If the annual reporting period end date changes then WERF will exercise its best efforts to give notice to Subrecipient at least ninety (90) days prior to the new annual reporting date or within thirty (30) days of receiving notification of the new reporting date, whichever is earlier.
- C. Final Report – The Final Report is due sixty (60) days after the expiration of the Project Period which is defined as June 30, 2013 unless otherwise extended and mutually approved by both parties in writing and authorized by the EPA. The format of the report shall adhere to the requirements of the Prime Award.

8. DELIVERABLES

Subrecipient is responsible for all Deliverables for each funded Project awarded by the Subrecipient as outlined in the Proposal and Prime Award. All Deliverables shall be in a format that may be uploaded to the Internet. Electronic versions of reports shall be submitted in PC format using commonly available word processing software or PDF.

9. INNOVATIVE INFRASTRUCTURE RESEARCH COMMITTEE

Subrecipient agrees to abide by guidelines and procedures established by the Innovative Infrastructure Research Committee (IIRC). The IIRC is to be established as outlined the Proposal.

10. SUBAWARDS

Subawards to be awarded by Subrecipient shall be through a competitive process with the exception of Subawards to be awarded as already identified in the Proposal.

11. COPYRIGHTS AND PUBLICATIONS

- A. Copyrights - Title to and the right to determine the disposition of any copyright or copyrightable material developed by Subrecipient first produced or composed in the performance of this research shall remain with Subrecipient. Subrecipient grants WERF a perpetual, royalty free license to distribute the deliverables resulting from this Agreement in any medium it sees fit. Further, Subrecipient grants WERF the right to create and distribute derivative works and to contract with third parties to create and distribute derivative works from the Deliverables. For the purposes of this Agreement, "Deliverables" includes progress reports, annual reports, final reports, spreadsheets, software tools, databases or research findings that are developed pursuant to this Agreement and any subawards or contracts awarded.
- B. Publications - Subrecipient shall have the right to publish the results of research falling within the scope of this Agreement. Neither party will use the name of the other in any form of publicity without the written permission of the other, in the case of WERF, the Director of Communications.

12. RELATIONSHIP OF THE PARTIES

The Subrecipient is an independent contractor to WERF in this Agreement. WERF and the Subrecipient shall be solely liable for any claims, actions, demands or damages arising out of the performance of their respective obligations under this Agreement.

13. CLOSE-OUT PROCEDURES

- A. The Subrecipient shall submit a final expense report for the Subrecipient's costs prior to final payment hereunder.
- B. Final payment may be withheld until the requirement of Subparagraph A of this Article has been fulfilled.

14. SELECTION PROCESS; ASSIGNMENT; TRANSFER

The work or services provided for herein shall be performed by Subrecipient through its subawardees or contractors. The selection of subawardees or contractors shall be subject to the review and recommendations of Subrecipient's advisory committees or councils in consultation with the IIRC. No subawardee or contractor shall be selected outside the established processes of Subrecipient as outlined in the Proposal. Neither this Agreement nor any interest therein, or claim there under, shall be assigned or transferred by the Subrecipient to any party or parties except as described above.

15. AMENDMENT AND TERMINATION OF AGREEMENT

- A. This Agreement may only be amended by a signed document duly executed by authorized representatives of the parties.

- B. If Subrecipient fails to comply with the terms and conditions of the Subaward, WERF may terminate this Agreement in whole or part, at any time by giving thirty (30) days written notice to the Subrecipient specifying the extent of termination and the effective date. If this Agreement is terminated pursuant to this paragraph, the Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination or non-cancellable works performed. The Subrecipient shall not place any orders or Subawards for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated or non-cancellable.
- C. In the event that there is any change in Federal statutes, rules or regulations which materially alter Subrecipient's ability to perform its activities under this Agreement or there is a change in availability of funds from the Prime Award, WERF reserves the right to alter this Agreement to conform to the changed circumstances or to terminate this Agreement if the work outlined in the Proposal is no longer technically or legally feasible.
- D. Upon termination for any reason, WERF shall not be liable for any general, special, incidental, consequential or any other damages of any description or amount. This provision shall survive the term of this Agreement.

16. FINANCIAL RECORDKEEPING AND AUDIT REPORTS

- A. The Subrecipient will maintain an accounting system and a set of accounting records that, at a minimum, allows for the identification of individual Projects by source of revenue and expenditures related to this Agreement. All costs will be supported by source documentation and available upon request by WERF. The Subrecipient's accounting records will be the basis for generating financial reports that must reflect accurate and complete data. In addition, financial records must be properly closed out at the end upon termination of the Agreement and all reports submitted in a timely manner.
- B. The Subrecipient agrees to comply with the requirements of OMB Circular A-133. Subrecipient further agrees to provide WERF with copies of all independent auditors' reports, which cover the period of performance of this Agreement. Subrecipient will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, WERF, or the General Accounting Office (GAO) during normal business hours.

17. INDEMNIFICATION

- A. The parties shall indemnify and save harmless each other, their officers, directors, agents, and employees from and against any and all liability for injury, including death to persons or damage to property to the extent caused by any negligent error, act or

omission of the indemnifying party, its subcontractors, collaborators, agents, or employees, including any and all expense, legal or otherwise, incurred by the indemnified party, its officers, directors, agents, and employees in the defense of any claim or suit arising out of the activities performed under this Agreement.

- B. The parties shall defend, indemnify and hold harmless each other, their officers, directors, agents, and employees, and its licensees from and against any and all liability, damages, losses, costs, and expenses (including reasonable attorneys' fees, if the indemnifying party fails to defend the indemnified party as provided herein) incurred by the indemnified party in connection with any claim that the activities performed under this Agreement infringe upon or violate any patent, copyright, trademark, trade secret, or other proprietary right of any third party (collectively, an "Infringement Claim"). The indemnified party shall have the right to participate in, and shall have the right to give reasonable approval to, any settlements of any such Infringement Claim.
- C. Subrecipient and WERF shall each notify the other promptly in the event that any claim or suit arises out of the activities performed under this Agreement.
- D. These indemnification provisions shall survive the term of this agreement.

18. DISPUTE RESOLUTION

- A. In the event WERF and the Subrecipient are unable to resolve a dispute between themselves relating to the Subrecipient, the Subrecipient's actions or omissions, or the procedure, process, or research concerning the Project, WERF shall be empowered to make the final determination with regard to the administration of the Prime Award.
- B. In the event Subrecipient and WERF have a dispute between themselves relating to this Subaward, and if the parties involved are not able to resolve their dispute within sixty (60) days of a written Notice of Dispute being provided by one party to the other, the parties involved in the dispute agree to submit their dispute to mediation.
- C. In the event mediation is required, the parties shall jointly choose a single mediator in Alexandria, Virginia, who is skilled in the subject matter of their dispute. In the event they are unable to jointly choose a mediator, the disputing parties shall each choose a mediator, which two mediators shall jointly choose a third mediator - who will hear and decide the dispute.
- D. All parties will pay equally for the mediators' services.
- E. A mediator shall be chosen and mediation shall be scheduled no later than forty-five (45) days after the Notice of Dispute is received. Mediation shall be completed no later than ninety (90) days after the Notice of Dispute is received. During the period of dispute, no party shall take any action that which would injure the interests of another party or delay the Project.

- F. Mediation shall last no longer than four (4) business days unless agreed upon in writing by the parties. During the mediation period, documents submitted to the mediator and statements made during the mediation, including proposed settlement terms, are for settlement purposes only and shall remain confidential. However, evidence otherwise admissible or discoverable shall not be rendered inadmissible or undiscoverable because of its use in the mediation.
- G. If the parties are unable to reach a reasonable business decision on their own with the assistance of the mediator by the end of the mediation session, the mediator shall choose an Arbitrator at a mutually agreeable location, to hear the parties' dispute. The Arbitrator's decision shall be binding on both parties. During this arbitration process,
- H. The Arbitrator shall have subpoena powers.
- I. The American Arbitration Association ("AAA") and Federal Rules of Civil Procedure, where not in conflict with the AAA Rules, which are in effect at the time the Notice of Dispute is received shall apply.
- J. Any final binding determination issued by the Arbitrator shall be in writing within thirty (30) days of the final mediation session.
- K. Such written decision may be entered as an Order of the Court with proper jurisdiction.
- L. Notwithstanding the above, both parties reserve and shall have at their option all rights and remedies available at law and equity, including, but not limited to, obtaining injunctive relief from any court of competent jurisdiction, in the event of any actual or threatened violation of or infringement upon its intellectual property rights.
- M. This Section 18 shall survive the termination of this Subaward.

19. DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

- A. The Subrecipient shall specifically disclose whether any subcontractor has any business or financial relationships with any member of the Innovative Infrastructure Research Committee (IIRC).
- B. The Subrecipient shall certify that no member of the IIRC is named in any subawardee's or contractor's scope of work under this Agreement. Subrecipient's Subscribers (Utilities) and third party in-kind organizations are acceptable. Areas of potential conflict are further identified in paragraph (c) of this provision. The certification shall be presented in the wording and format outlined in Exhibit E and is due within thirty (30) calendar days upon Subrecipient's signature to this Agreement.
- C. Organizational Conflict of Interest Certification (EPAAR 1552.209-72), requires the Subrecipient to certify whether it is or is not aware of any potential organizational conflict of interest. If the Subrecipient is aware of a conflict, then Subrecipient must

provide an Organizational Conflict of Interest Notification (EPAAR 1552.209-70), that requires the Subrecipient to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

20. RESPONSIBILITY OF SUBRECIPIENT REGARDING TRANSACTIONS

Subrecipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Subrecipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

21. SEVERABILITY

The terms of this Agreement shall be deemed severable and the invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, WERF and Subrecipient shall exercise their best efforts to modify that provision in a manner that gives effect to the intent of the parties.

22. COMPLIANCE AND APPLICABLE LAW


Subrecipient shall comply with all applicable local, state and Federal laws and regulations in the performance of this Agreement, whether specifically referenced in this Agreement or not. This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia, excluding choice of law provisions.

23. SURVIVABILITY

In the event that this Agreement is terminated for any reason, the following paragraphs shall survive Paragraph 3, Subparagraph C - INVOICES, Paragraph 3, Subparagraph D - UNALLOWABLE COSTS, Paragraph 11 - COPYRIGHTS AND PUBLICATIONS, Paragraph 13 - CLOSE-OUT PROCEDURES, Paragraph 16 - RECORDING KEEPING AND AUDIT REPORTS, 17 - INDEMNIFICATION and 18 - DISPUTE RESOLUTION.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned duly authorized representatives:

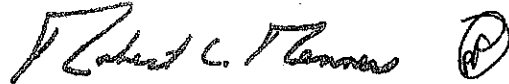

WATER ENVIRONMENT RESEARCH FOUNDATION

By: 

Name and Title: Glenn Reinhardt, Executive Director

Date: 2/16/2010

WATER RESEARCH FOUNDATION

By:  

Name and Title: Robert C. Renner, D.E., P.E.E., Executive Director

Date: 2/23/2010

In accepting this Subaward or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the Subaward is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B of the Environmental Protection Agency and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by WERF to have been overpaid will be refunded or credited in full to WERF.


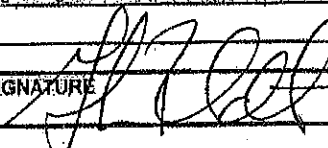
Schedule of Exhibits

EPA Cooperative Agreement Assistance ID No. CR-83419201.....A
Proposal: Innovation and Research for Water Infrastructure for the 21st Century Request for Application (RFA): EPA-ORD-NRMRL-CI-08-03 (May 27, 2008) Narrative.....B
Model Invoice C
Sample Grant Summary Report.....D
IIRC Disclosure Form.....E

Exhibit A

EPA COOPERATIVE AGREEMENT ASSISTANCE ID NO. CR-83419201

Attached.

| | | | | | |
|--|---|---|--|--|---------------|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | ASSISTANCE ID NO. | | | DATE OF AWARD |
| | | PRG | DOC ID | AMEND# | |
| | | CR - 83419201 - 0 | | | 07/09/2009 |
| | | TYPE OF ACTION | | | MAILING DATE |
| New | | | 07/16/2009 | | |
| PAYMENT METHOD: | | | ACH# | | |
| ACH | | | 6028 | | |
| RECIPIENT TYPE: | | Send Payment Request to: | | | |
| Not for Profit | | Las Vegas Finance Center | | | |
| RECIPIENT: | | PAYEE: | | | |
| Water Environment Research Foundation 635 Slaters Lane, Suite 300 Alexandria, VA 22314-1177 EIN: 54-1511635 | | Director of Finance Water Environment Research Foundation 635 Slaters Lane, Suite 300 Alexandria, VA 22314-1177 | | | |
| PROJECT MANAGER | | EPA PROJECT OFFICER | | EPA GRANT SPECIALIST | |
| Daniel Wörltering 635 Slaters Lane, Suite 300 Alexandria, VA 22314-1177 E-Mail: dworltering@werf.org Phone: 703-664-2470 | | Diana Ruffini US EPA Facilities Raritan Depot 2890 Woodbridge Avenue, 104MS-104 Edison, NJ 08837-3679 E-Mail: ruffini.diana@epa.gov Phone: 732-321-6678 | | David Ack 1200 Pennsylvania Ave NW, 3903R Washington, DC 20460 E-Mail: ack.david@epa.gov Phone: 202-664-2054 | |
| PROJECT TITLE AND DESCRIPTION Innovation and Research for Water Infrastructure for the 21st Century The general objective of this research effort is to produce, evaluate, and summarize performance, cost, and value data and information about innovative technologies (i.e., systems, devices, procedures) that will assist the user community to reduce the cost and improve the effectiveness of design, operation, maintenance, rehabilitation, and replacement of aging/falling wastewater/stormwater/drinking water conveyance and treatment infrastructure. | | | | | |
| BUDGET PERIOD | | PROJECT PERIOD | | TOTAL BUDGET PERIOD COST | |
| 07/01/2009 - 06/30/2013 | | 07/01/2009 - 06/30/2013 | | \$12,928,558.00 | |
| | | | | TOTAL PROJECT PERIOD COST | |
| | | | | \$12,928,558.00 | |
| NOTICE OF AWARD | | | | | |
| Based on your application dated 05/27/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$2,500,000. EPA agrees to cost-share 78.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$2,500,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments. | | | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | | AWARD APPROVAL OFFICE | | |
| ORGANIZATION / ADDRESS | | | ORGANIZATION / ADDRESS | | |
| Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460 | | | Environmental Protection Agency Office of Research and Development 1200 Pennsylvania Ave, NW Washington, DC 20460 | | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | | | |
| SIGNATURE OF AWARD OFFICIAL | | TYPED NAME AND TITLE | | DATE | |
| Digital signature applied by EPA Award Official | | Jeff Meatre, Chief - Grants Management Branch A | | 07/08/2009 | |
| AFFIRMATION OF AWARD | | | | | |
| BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION | | | | | |
| SIGNATURE | | TYPED NAME AND TITLE | | DATE | |
|  | | GLEEN REINHARDT, EXECUTIVE DIRECTOR | | 8/10/2009 | |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|--------------|---------------|
| EPA Amount This Action | \$ | \$ 2,500,000 | \$ 2,500,000 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ 740,340 | \$ 740,340 |
| State Contribution | \$ | \$ 0 | \$ 0 |
| Local Contribution | \$ | \$ 0 | \$ 0 |
| Other Contribution | \$ | \$ 0 | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 3,240,340 | \$ 3,240,340 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|---|----------------------|
| 66.511 - Consolidated Research-Office of Research and Development | Clean Water Act: Sec. 104 Safe Drinking Water Act: Sec. 1442 | 40 CFR PTS 30 & 40 |

| Fiscal | | | | | | | | | |
|-----------|------------|------|--------------|---------------------|---------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| | 0926CWIF82 | 0809 | C | 26CW000 | 203FC1D | 4142 | | | 1,750,000 |
| | 0926CWIF82 | 0809 | C | 26CW000 | 203FA7D | 4142 | | | 750,000 |
| | | | | | | | | | 2,500,000 |

Budget Summary Page: Innovation and Research for Water Infrastructure for the 21st Century

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$483,167 |
| 2. Fringe Benefits | \$110,362 |
| 3. Travel | \$142,850 |
| 4. Equipment | \$0 |
| 5. Supplies | \$16,000 |
| 6. Contractual | \$4,240,925 |
| 7. Construction | \$0 |
| 8. Other | \$7,705,490 |
| 9. Total Direct Charges | \$12,698,794 |
| 10. Indirect Costs: % Base <u>See Terms and Conditions</u> | \$229,764 |
| 11. Total (Share: Recipient 22.00 % Federal 78.00 %.) | \$12,928,558 |
| 12. Total Approved Assistance Amount | \$10,000,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$2,500,000 |
| 15. Total EPA Amount Awarded To Date | \$2,500,000 |

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

2. The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the VA Department of Environmental Quality as follows:

| | MBE | WBE |
|--------------|------|------|
| Construction | 1.9% | .8% |
| Supplies | .8% | .6% |
| Services | .3% | 1.7% |
| Equipment | 2.6% | 1.5% |

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as VA Department of Environmental Quality.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the

recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted annually for the period ending September 30th for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to Veronica Squirrell, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW Mail Code 3903R, Room 51275, Washington, DC 20460, 202-564-5347. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

5. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

7. Pursuant to 40 CFR 30.52(a)(1) and 30.71(a), EPA recipients shall submit a final Financial Status Report - also called the SF269 - to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: US EPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 30.62 if the recipient does not comply with this term and condition.

8. EPA is partially funding this budget period and will consider funding the balance of the budget request contingent upon satisfactory progress as certified by the EPA Project Officer, the availability of funds, and EPA priorities. It is understood that the scope of work will be renegotiated to reflect the amount awarded if additional funds are not available.

9. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

10. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

11. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

12. In accordance with Section 18 of the Lobbying Disclosure Act of 1995, PL. No. 105-65, 109 Stat. 691, the recipient affirms that:

- (1) It is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or
- (2) It is a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995.

13. Recycling Nonprofits, Universities and Hospitals: In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

14. Recipients shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epis.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

15. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/hara/cfr/waisidx_06/40cfr36_06.html.

16. a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

17. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

18. The recipient acknowledges that two employees of this recipient organization must complete the mandatory online training, "EPA Grant Management Training for Non-Profit Applicants and Recipients." One person must be the project manager, or equivalent, for this assistance agreement. The other individual must be the person authorized to draw down funds for this assistance agreement. The training must be completed by both employees prior to the return of the award document to EPA and the receipt of any grant funds. The course can be accessed at:

<http://www.epa.gov/ogd/>

At the end of the course the recipient must print out, sign and return the certificate of completion with the affirmation of acceptance to the appropriate grants office. The training certification will expire 3 years from the last training date. No funds will be released to the recipient by EPA until the required training is completed.

19. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

20. 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity is determined to have violated a prohibition in paragraph 1 of this award term; or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1 of this award term through conduct that is either A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532.

You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1 of this award term. Our right to terminate unilaterally that is described in paragraph 2 a or b of this section: i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

21. In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

22. In accordance with either 40 CFR 31.40(d) for State, local and Indian tribal governments or 40 CFR 30.51(f) for other recipients, as appropriate, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262.], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General

(OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:

- A. Public health or safety is at risk.
- B. Agency resources or interests are threatened.
- C. Circumstances where research activities should be suspended.
- D. There is a reasonable indication of possible violations of civil or criminal law.
- E. Federal action is required to protect the interests of those involved in the investigation.
- F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
- G. Circumstances where the research community or public should be informed. [65 FR 76263. III]

(2) report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

23. EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing this project. Because the scope of work includes a survey, a questionnaire or similar information gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons.

The recipient will provide to the EPA Project Officer the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

The EPA Project Officer is responsible for requesting assistance from the Office of Policy, Regulatory Information Division to obtain clearance from OMB. EPA and the recipient agree that no work requiring OMB approval shall be initiated until such OMB approval is obtained.

24. The recipient's current indirect cost rate is 61.35% of Salaries and Wages. However, in accordance with the application dated 5/27/2008 the lesser amount of \$229,764.00 is budgeted for indirect costs.

25. If the EPA logo is appearing on any resulting reports, presentation materials and/or outreach materials, it should not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that "This publication was developed under Assistance Agreement No.83419201 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of Water Environment Research Foundation and EPA does not endorse any products or commercial services mentioned in this publication."

Programmatic Conditions

1. General. As a result of this agreement, the recipient agrees to provide to EPA's Office of Research and Development (ORD) annual progress reports with associated summaries, and a final report with an executive summary along with a copy of any papers resulting from the research conducted.

A. Annual Progress Reports. The recipient agrees to submit annual progress reports to the EPA Project Officer at least 30 calendar days prior to the end of each reporting period. If the agreement was partially funded, so that an additional increment of funding is to be provided, EPA may elect to not provide further funding until the recipient has submitted the required annual progress report. The reporting period begins at the project start date, or, for subsequent years, on the annual anniversary of the start date. The reports should generally not exceed five 8 1/2" X 11" pages, exclusive of the summary discussed below.

These reports shall include:

(1) Brief statements covering work status, work progress, preliminary data, results, and evaluations made during the reporting period, including a comparison of actual accomplishments with the goals and objectives (outputs/outcomes) for the period. Address difficulties you have encountered (or might encounter) in carrying out this project and remedial actions (to be) taken. If the aims of the project have not changed from the original application, state this. If these have been modified, provide the revised aims and discuss the reason for the modification. Discuss any problems, delays, or adverse conditions which may materially impair the ability to meet the results (outputs/outcomes) specified in the application.

(2) A discussion of any absence or changes of key personnel involved in the project.

(3) A discussion of expenditures to date along with a comparison of the percentage of the project completed to the project schedule, and an explanation of any costs which are higher than originally estimated. Revised budget information will be required under this agreement if any significant changes in the size or scope of the project or in the originally-negotiated total estimated costs are anticipated for the project period.

(4) Statements addressing how the quality assurance requirements of 40 C.F.R. Part 30.54 or 40 C.F.R. Part 31.45 and the agreement are being met, especially focusing on the assurance of data quality relevant to environmental measurements and data generation.

(5) Results (outputs/outcomes) to date, emphasizing findings and their significance to the field, their relationship to the general goals of the award, their relevance to the Agency's mission, and their potential practical applications.

(6) Planned activity for the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated.

(7) Publications arising from this project. Copies of publications and reprints which have not previously been submitted to the Agency should be enclosed with the report.

(8) In addition, the recipient agrees to submit Annual Report Summaries with each annual progress report for posting on the internet. These will be placed on EPA/ORD web site(s). EPA will not alter the content of a summary without consultation with the Principal Investigator(s). The summary should be submitted in the following format:

EPA Assistance Agreement Annual Report Summary (1-2 pages)

Date of Report:

EPA Agreement Number:

Title:

Investigators:

Institution:

Research Category:

Project Period:

Objective of Research:

Progress Summary/Accomplishments (Outputs/Outcomes):

Publications/Presentations:

Future Activities:

Supplemental Keywords:

Relevant Web Sites:

B. Final Report. The recipient agrees to submit a final report to the EPA Project Officer within 90 calendar days after the expiration of the project period. The Project Officer may require clarifications of the final report before the report is considered acceptable. Although there are no page restrictions on the final report (other than on the executive summary below), EPA does not expect a final report of great length. However, this document shall include a discussion of:

(1) Project activities over the entire period of funding, describing the recipient's achievements with respect to the stated project goals and objectives (outputs/outcomes).

(2) Complete details of all technical aspects of the project—both negative and positive—the recipient's findings, conclusions, and results, including the associated quality assurance results.

(3) An evaluation of (a) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated, if applicable, and/or (b) an explanation of how the research adds to the understanding of or solutions for environmental problems or is otherwise of benefit to the environment and human health. This discussion should be a minimum of one paragraph long and written in terms understandable by the educated layman.

(4) In addition, the recipient agrees to submit an Executive Summary with the final report for posting on the Internet. This will be placed on EPA/ORD web site(s) along with a list of publications. EPA will not alter the content of a summary without consultation with the Principal Investigator(s). Note: the recipient need not create this summary if the final report is ten pages or less, and is suitable for inclusion in the EPA web site. The summary should be submitted in the following format:

EPA Assistance Agreement Final Report Executive Summary (3-5 pages)

Date of Final Report:

EPA Agreement Number:

Title:

Investigators:

Institution:

Research Category:

Project Period:

Description and Objective of Research:

Summary of Findings (Outputs/Outcomes):

Conclusions:

Publications/Presentations:

Supplemental Keywords: (do not duplicate terms used in Progress summary)

Relevant Web Sites:

(5) For projects involving computer modeling, the recipient agrees to provide the following information with the final report:

a. Model description, key assumptions, version, source and intended use;

b. Performance criteria for the model related to the intended use;

c. Test results to demonstrate the model performance criteria were met (e.g., code verification, sensitivity analyses, history matching with lab or field data, as appropriate);

d. Theory behind the model, expressed in non-mathematical terms;

e. Mathematics to be used, including formulas and calculation methods;

f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;

g. Number and uncertainty associated with parameters (how data was selected/obtained and assessed to assure it met requirements, or, documentation of the weakness due to known uncertainty and variability);

h. Input data requirements and how data will be selected/obtained and later assessed to assure it met requirements, or, documentation of the weakness due to known uncertainty and variability;

i. Hardware requirements; and

j. Documentation (e.g., users' guide, journal publications, model code).

C. Annual Meeting Attendance. The Principal Investigator(s) will attend annual EPA Research Grants Seminars (otherwise known as program reviews or All-Investigators Meetings) if requested by EPA, to present and discuss the project. Per EPA instructions, expenses for travel to these meetings have been provided within the funding for this agreement.

D. Publications and/or Other Public Release of Results.

(1) The recipient agrees to provide copies of, or a reference for, any peer reviewed journal articles resulting from this research, in addition to the progress reports. EPA encourages the independent publication of the results of its extramural research in appropriate scientific journals. Any journal article so published, however, must contain the following statement:

"Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency through grant/cooperative agreement (number) to (name), it has not been subjected to the Agency's required peer and policy review and therefore does not necessarily reflect the views of the Agency and no official endorsement should be inferred."

(2) Because ORD intends to post references to all publications resulting from the agreement on its web pages, the recipient is encouraged to continue to notify the Project Officer, after completion of the assistance agreement, of any papers that are published based on this research.

(3) An acknowledgment of EPA support must be clearly shown on web pages and stated during all media interviews.

E. Form of Reports. The recipient agrees to provide final and annual reports and associated summaries in an electronic format. The electronic versions shall be submitted in PC format, using commonly available word processing software or PDF. When requested by the Project Officer, these reports shall also be submitted in hard copy format.

F. The recipient may not receive an extension if this causes the project period to exceed five years. Any extension of the expiration date which approaches five years must be requested at least ten calendar days in advance of the expiration date and approved by the Project Officer and Award Official. This approval is necessary due to the requirements of 40 C.F.R. Part 40. 125-1. For any other extension, the recipient is required to notify the EPA Award Official and Project Officer in writing, with the supporting reasons and revised expiration date, at least ten calendar days before the expiration date specified in the award.

6. Quality Management Plan (QMP)

A final QMP, which shall be revised to address reviewer comments, shall be submitted by the successful applicant within 90 calendar days post award of this agreement. The QMP will be subject to project officer approval.

The awardee shall comply with EPA NRMRL requirements for Quality Assurance Project Plans (QAPP) for environmental data collection efforts conducted under the project. QAPP specifications are identified in R-5 - EPA Requirements for QA Project Plans (EPA/240/B-01/003) March, 2001 <http://www.epa.gov/quality/qs-docs/r5-final.pdf> A QAPP must be submitted for EPA project officer approval at least 30 days before data collection begins. Prior to preparing the QAPP, the awardee shall consult with the EPA Project Officer.

7. Substantial Government Involvement

EPA will collaborate with the recipient in the following areas.

1. Review of plans and progress
2. Review of stakeholder group members (final decision on stakeholders is recipient's)
3. Provide feedback on recipient/stakeholder prioritization of technology areas and specific projects
4. Sharing data from related projects
5. Arrangement/participation in controlled condition testing at EPA special test facilities in Edison and Cincinnati (as determined necessary by the recipient organization and availability)
6. EPA membership on Innovative Infrastructure Research Committee