

Project Authorization Notice

Virginia Tech
Office of Sponsored Programs

To Establish Project

PROPOSAL # **07-0856-11**

TITLE Eastern Brook Trout Joint Venture (E B T J V)	P I 1-7348	J Waldon, CMI
National Fish and Wildlife Foundation		
SPONSOR # 2007-0071-001	PREPARED 04/21/2008	SB

NEW FUNDING	PRIOR FUNDING	TOTAL FUNDING	RELATED PROJ	SUBPROGRAM 023
\$68,127.00		\$68,127.00		
			INDIRECT COST	
NEW AWARD	PRIOR AWARD	TOTAL AWARD		

FUNDING PERIOD	PROJECT NUMBER	COST SHARING 1	COST SHARING 2	COST SHARING 3				
06/30/07 to 05/31/09	208-11-110438 T-369-408-1	230-11-110-369-169-1						
	FRS # 415841	Wills Salary 236453	3RD PARTY-CASH	3RD PARTY- IN KIND				
BUDGET ITEMS	CHANGE	TOTAL	CHANGE	TOTAL	CHANGE	TOTAL	CHANGE	TOTAL
112 SALARY		31,114.00		6,328.00				
114 WAGE								
150 CONT CHARG								
111 FRINGE BEN		11,613.00		2,299.00				
120 CONTR SVC		4,400.00						
127 COMPUTER								
128 TRAVEL		21,000.00						
130 SUPPLIES								
140 AWARDS								
220 EQUIPMENT								
190 SUBCONTR								
OH1 INDIRECT								
OH3 ADMIN FEE								
OH2 INST ALLOW								
MISC								
TOTAL		68,127.00		8,627.00				

Screen 036
SR MGMT 16
PAYROLL IND B
CAMPUS IND 1
BUDGET CLASS 05
ID COST POOL 08
FUNDING DETAIL 01

DIVISION
RES
FFT
USFS

Screen 08
AREA OF EXT
COOP EXT DIST

Screen 09
AREA OF RSCH 01
FUND METHOD 29
TYPE AWARD 04
AWARD ID 05
FIELD OF SCI 06
OH RECOVERY 08

OSP ADMIN
Jim Baker 1-9384

CC	DEPT	
	COLLEGE	
	ADMIN	
	OTHER	Bookkeeper

**NATIONAL FISH AND WILDLIFE FOUNDATION
GRANT AGREEMENT**

PROJECT: Eastern Brook Trout Joint Venture (2007-0071-001)

☞ **Please reference project title and number on all correspondence** ☜

NFWF RECIPIENT: Conservation Management Institute at Virginia Tech

RECIPIENT TYPE: Institution of Higher Education

PERIOD OF PERFORMANCE: June 30, 2007 to May 31, 2009

AWARD: \$ 68,127 in federal funds is provided in consideration for the National Fish and Wildlife Foundation (NFWF) Recipient's agreement to perform the Project in accordance with Section 1 below, and the NFWF Recipient's agreement that it will raise and spend at least \$68,127 in Matching Contributions on the Project.

FUNDING SOURCE AND NUMBER:	CFDA Number:	Amount:
U.S. Fish & Wildlife Service (FA.2151)	15.608	\$31,591
U.S. Forest Service (FA.2166)	10.000	\$36,536

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Defined Terms. All capitalized terms used in this Agreement shall have the meanings attributed to such terms in the 2006 Glossary found on NFWF's website <www.nfwf.org/glossary.htm>, which is incorporated in this Agreement by this reference.

Section 1. PROJECT PURPOSE

NFWF agrees to provide the Award to the NFWF Recipient for the purposes of satisfactorily performing the Project described in a Full Proposal received by NFWF on May 24, 2007, and as approved as amended on February 26, 2008, and incorporated into this Agreement by reference.

1.1. PROJECT DESCRIPTION.

Project Abstract:	Support coordination and implementation of regional and range-wide conservation strategies developed in 2005 and 2006 for Eastern brook trout.
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Project Phase 1:	<ul style="list-style-type: none"> Sponsor two meetings to coordinate Eastern Brook Trout Joint Venture (EBTJV) partnership actions regarding brook trout habitat restoration and one meeting to identify EBTJV project priorities. Each meeting will engage 20+ partner representatives, include the publication of meeting notes; and, provide paid travel for state agency participants. Maintain f EBTJV website by posting meeting notes, reports, outreach materials, databases, contact information, and links to partner agencies. 	Budget Category	NFWF Funds	
		Salaries:	\$10,055	
		Equipment:	\$0	
		Other:	\$8,508	
Matching Contributions allocated to Phase 1:		\$18,563	TOTAL	\$18,563

Project Phase 2:	<ul style="list-style-type: none"> Sponsor two meetings; one to continue the coordination of EBTJV partnership actions regarding brook trout habitat restoration and the other to identify EBTJV project priorities. Paid travel for state agency participants will be provided and a publication of the meeting's notes will be produced. Update and maintain EBTJV website by posting meeting notes, reports, outreach materials, databases, contact information, and links to partner agencies. 	Budget Category	NFWF Funds	
		Salaries:	\$15,616	
		Equipment:	\$0	
		Other:	\$2,946	
Matching Contributions allocated to Phase 2:		\$18,562	TOTAL	\$18,562

Project Phase 3:	<ul style="list-style-type: none"> • Sponsor two meetings; one to continue the coordination of EBTJV partnership actions regarding brook trout habitat restoration and the other to identify EBTJV project priorities. • Paid travel for state agency participants will be provided and a publication of the meeting's notes will be produced. • Update and maintain EBTJV website by posting meeting notes, reports, outreach materials, databases, contact information, and links to partner agencies. • Launch a public outreach program with the production of regular press releases at least quarterly; sponsor a brook trout symposium at a meeting of the American Fisheries Society; and, print and disburse brochures and pamphlets. • Update the brook trout status and threats database on the web in response to ongoing assessments. • Initiate development of a long-term funding plan for EBTJV partnership and its brook trout conservation actions. 	Budget Category	NFWF Funds
		Salaries:	\$10,243
		Equipment:	\$0
		Other:	\$13,946
Matching Contributions allocated to Phase 3:		\$24,189	TOTAL \$24,189

Project Phase 4:	<ul style="list-style-type: none"> • Sponsor one meeting to identify EBTJV project priorities. • Paid travel for state agency participants will be provided and a publication of the meeting's notes will be produced. • Continue to host, update and maintain EBTJV website. Monitor the outreach program as to its success in meeting its objectives and to address ongoing needs. • Additional brochures and pamphlets will be printed and dispersed during the final outreach phase. A long-term funding plan for the EBTJV partnership and its brook trout conservation actions will be finalized for implementation. 	Budget Category	NFWF Funds
		Salaries:	\$6,813
		Equipment:	\$0
		Other:	\$0
Matching Contributions allocated to Phase 4:		\$6,813	TOTAL \$6,813
		NFWF PROJECT TOTAL	\$68,127

1.2. PROJECT DELIVERABLES.

- Sponsor 7 meetings (each will engage 20+ partner representatives) to coordinate EBTJV partnership actions and to identify EBTJV project priorities.
- Seven meeting notes will be published as result of meetings
- Sponsor a brook trout symposium at a meeting of the American Fisheries Society; and, print and disburse brochures and pamphlets.-finalize a long-term funding plan for the EBTJV partnership and its brook trout conservation action
- Update EBTJV website, including the brook trout status and threats database

1.3. DILIGENCE AND COMMUNICATION REQUIRED. The NFWF Recipient agrees to pursue completion of the Project diligently and to communicate with the Project Administrator on a regular basis with respect to the status of the Project, including but not limited to providing the reports discussed in Section 5 below. Failure to so pursue completion of the Project according to the timetable associated with the Phases described above and, in any event, within the Period of Performance and/or failure to so communicate with the Project Administrator will be deemed a material default in this Agreement, entitling NFWF, in its discretion, to terminate this Agreement in accordance with Section A4 "DEFAULT; TERMINATION" of the Standard Provisions set forth below by written notice to the NFWF Recipient and to pursue all other legal remedies to which NFWF may be entitled.

Section 2. RESTRICTION ON FUNDS

No Funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, terrorist activities or activities in violation of the Foreign Corrupt Practices Act.

Section 3. TERM; PERIOD OF PERFORMANCE

The Term of this Agreement shall be the Period of Performance set forth above, unless sooner terminated in accordance with Section A4 "DEFAULT; TERMINATION" of the Standard Provisions set forth below.

Section 4. PAYMENT OF FUNDS and ADMINISTRATION PROCEDURES

4.1 NFWF FUNDS. Payments of the NFWF Funds for this Award will be made in 4 installments.

- Project Phase One installment will be disbursed to the NFWF Recipient when NFWF has received a fully executed agreement and a Request for Payment (via mail, fax, or e-mail) from the NFWF Recipient certifying that it is ready to begin project activities for the first Phase described in Section 1.1 immediately upon receipt of the funds.
- Subsequent Phase installments will be disbursed to the NFWF Recipient when NFWF receives and approves a completed Project Phase Reporting Form certifying that (i) the NFWF Recipient has completed the previous Project Phase as described in Section 1.1 and (ii) the NFWF Recipient has expended NFWF Funds and Matching Contributions consistent with the Project Phase Budget as described in Section 1.1; and the NFWF Recipient provides NFWF a Request for Payment (via mail, fax, or e-

mail) certifying that it is ready to begin Project activities for the next Phase immediately upon receipt of the funds.

- Payment for the Final Phase of the Project will be made in arrears, upon the receipt and approval by NFWF of all required reporting for this Agreement.
- Under no circumstances will any payment under this Agreement be made if any Financial or Programmatic Reports are due and outstanding.

4.2 BUDGET CHANGES. In the event the NFWF Recipient determines that the amount of the Budget is going to change in any one Budget Category by an amount that exceeds more than 10% of the NFWF Project Total (see Section 1.1), the NFWF Recipient must seek approval from the Project Administrator. If approval is received, both parties must sign a written amendment to this Agreement reflecting the new Budget.

Section 5. REPORTING REQUIREMENTS

5.1 PHASE FINANCIAL AND PROGRAMMATIC REPORT. Upon completion of each Phase, the NFWF Recipient will submit, via mail, fax, or e-mail, a Project Phase Report on Project accomplishments and financial expenditures incurred during the Phase.

5.2. ANNUAL FINANCIAL AND PROGRAMMATIC REPORT. The NFWF Recipient will submit an Annual Financial and Programmatic Report, via mail, fax, or e-mail, no later than October 31st of each year during the Period of Performance, summarizing all of the activities accomplished and expenditures made between and including the immediately preceding October 1st and September 30th of the current year.

5.3. FINAL REPORT. No later than 90 days after the completion of the Project, the NFWF Recipient shall submit two copies (one hard copy and one electronic file) of a Final Financial and Programmatic Report to NFWF, that includes: 1) a Final Phase Report, 2) a Final Financial Reporting Form accounting for all receipts of Project funds, Project expenditures, and Budget variances (if any) compared to the approved Budget; 3) the Certification of Matching Contributions Form, certifying Match secured and expended by the NFWF Recipient for the Project; and 4) the Final Programmatic Report summarizing the accomplishments achieved during the term of the Agreement. A representative number of **digital photos (preferred) or color 35mm** slides depicting the Project and copies of all publications, press releases and other appropriate "products" resulting from the Project should also be provided to NFWF as part of the Final Report. Any requests for extensions of this Final Report submission date must be made in writing to NFWF Project Administrator and approved by NFWF in advance.

Section 6. STANDARD PROVISIONS

This Agreement is also subject to the terms and conditions set forth in Appendix A "2006 STANDARD PROVISIONS FOR AWARDS," each of which is incorporated in this Agreement by this reference.

Section 7. CONTACT INFORMATION

For NFWF Recipient: Lila Wills
Conservation Management Institute at Virginia Tech
1900 Kraft Dr. Suite 250 MS 0534 1880 Pratt Dr. Suite 2006
Blacksburg, VA 24061
Phone: 540-231-8996
Fax: 540-231-7019
E-mail: lborge@vt.edu ; lcotting@vt.edu ; bakerjj@vt.edu

Unless from the e-mail address set forth above, electronic mails will be deemed unauthorized. If multiple users are authorized to send electronic mails on behalf of the NFWF Recipient, please list all authorized sources.

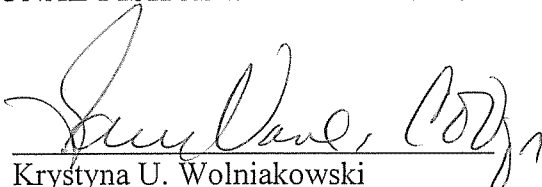
For NFWF: Tina Yu
National Fish and Wildlife Foundation
1120 Connecticut Avenue, NW
Suite 900
Washington, DC 20036
Phone: 202-857-0166
Fax: 202-857-0162
E-mail: Tina.Yu@nfwf.org

[Signature page to Grant Agreement for NFWF Project No. 2007-0071-001]

IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be bound legally.

NATIONAL FISH AND WILDLIFE FOUNDATION

By:



Krystyna U. Wolniakowski
Director, Western Partnership Office

Date: 4/3/08

CONSERVATION MANAGEMENT INSTITUTE AT VIRGINIA TECH

By:



Signature

Linda Bucy, Assistant VP for OSP Administration
(Print name and title legibly)

Date: 3/31/08

Appendix A. 2006 STANDARD PROVISIONS FOR AWARDS

This Award is subject to the following terms and conditions, as indicated by .

Section A1. ASSIGNMENT; SUBAWARDS AND SUBCONTRACTS

A1.1 The NFWF Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

A1.2 The NFWF Recipient may not provide subawards nor enter into subcontracts without the prior written approval of NFWF. Subawards and subcontracts with known parties disclosed in the Proposal Budget are deemed to be approved.

Section A2. UNEXPENDED FUNDS

Any funds provided by NFWF and held by the NFWF Recipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

Section A3. AMENDMENTS

This Agreement can only be amended by a written amendment, signed by both parties. Counterpart originals, emails with PDF formatted documents, and/or facsimile copies of amendments are acceptable.

Section A4. DEFAULT; TERMINATION

A4.1 Failure by the NFWF Recipient to comply with any material term of this Agreement shall be deemed to be a default in this Agreement and constitute cause for NFWF to terminate this Agreement by written notice to the NFWF Recipient and to pursue any legal remedy to which NFWF may be entitled.

A4.2 The NFWF Recipient may terminate this Agreement by written notice to NFWF. In the event of termination of this Agreement prior to Project completion, the NFWF Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

a. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

b. Place no further work orders or enter into any further subawards or subcontracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

- c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet commenced.
- d. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and subcontracts.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Recipient under this Agreement, whether completed or in progress.
- f. Return to NFWF any unobligated portion of the Award.

Section A5. ADDITIONAL SUPPORT

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Recipient beyond the terms stated in this Agreement.

Section A6. ARBITRATION; CHOICE OF LAW; JURISDICTION

A6.1 All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be ~~final~~ non-binding

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~~A6.2 This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Recipient agrees to submit to the jurisdiction of the courts of the District of Columbia.~~

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A6.3 The terms of this Section will survive termination of this Agreement.

Section A7. COMPLIANCE WITH LAWS; INSURANCE; INDEMNIFICATION

A7.1 In conducting its activities relating to the Project, the NFWF Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

A7.2 The NFWF Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the NFWF Recipient and associated with this Award in any way.

To the extent permitted by VA State Law without requiring approval of the Governor,

A7.3 The NFWF Recipient shall indemnify and hold harmless NFWF, any Funding Source, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. Nothing herein constitutes a waiver, either express or implied, of the sovereign

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immunity of the Commonwealth of Virginia
 A7.4 The terms of this Section will survive termination of this Agreement.

Section A8. COMMUNICATIONS

All notices required or allowed to be given by this Agreement shall be by first-class mail (postage prepaid), facsimile (with telephone call required to confirm that fax has been received), by e-mail, or overnight mail delivery by a nationally known courier and addressed using the contact information provided in this Agreement. Each party agrees to notify the other within ten (10) days after the change in named representative, address, telephone, or other contact information.

Section A9. PUBLICITY; POSTING OF FINAL REPORTS.

A9.1 The NFWF Recipient agrees to give appropriate credit to NFWF and any Funding Sources for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the Project Deliverables associated with this Agreement. The NFWF Recipient must obtain prior NFWF approval for the use of the NFWF logo and any public information releases concerning this Award.

A9.2 The NFWF Recipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications and other public communications. The NFWF Recipient hereby acknowledges its consent for NFWF and any Funding Source for the Project to post its Final Reports on their respective websites. In the event that the NFWF Recipient intends to claim that its Final Report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Recipient shall so notify NFWF and the Funding Source and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

Section A10. DISCLAIMERS

Payments made to the NFWF Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Recipient through this Agreement, including the U.S. Government, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government

or the National Fish and Wildlife Foundation. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the National Fish and Wildlife Foundation."

Section A11. WEBSITE LINKS

The NFWF Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Recipient in connection with the Project.

Section A12. EVALUATION

The NFWF Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the date on which the Final Financial and Programmatic Reports are provided.

Section A13. FEDERAL FUNDS - FEDERAL REGULATIONS

A13.1 If all or a part of the Award consists of Federal funds, the text box at the beginning of this Section should contain an X and, before proceeding with its Project, **the NFWF Recipient must read and understand certain Federal regulations, including but not limited to, those identified below which may be located on the Internet at <www.whitehouse.gov/omb/circulars/index.html>**. If a NFWF Recipient does not have access to the Internet, it should ask its NFWF Project Administrator for copies. Many Federal agencies have agency-specific regulations that govern the issuance of awards and subawards with their funds; it is the obligation of the NFWF Recipient to review and comply with any such regulations issued by its Federal agency Funding Source(s).

A13.2 If the NFWF Recipient is a non-profit organization, it will need to understand and comply with (i) OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

A13.3 If the NFWF Recipient is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

A13.4 If the NFWF Recipient is any type of U.S. organization and it expends an aggregate of \$500,000 or more from all Federal sources, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which it will need to understand and comply with, in addition to other applicable Federal regulations.

A13.5 DEBARMENT AND SUSPENSIONS

The NFWF Recipient shall enter into no contract or subcontract using Federal funds provided by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension). If this Award exceeds One Hundred Thousand Dollars (\$100,000) in Federal funds, the NFWF Recipient must provide certification of its exclusion status and that of its employees on a form provided on NFWF's website.

A13.6 INTEREST

Any interest earned in any one year on Federal funds advanced to the NFWF Recipient that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF.

A13.7 DAVIS-BACON

The NFWF Recipient shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction").

A13.8 RIGHTS TO INVENTIONS

The NFWF Recipient shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the Federal agency(ies) that provide funds for this Agreement.

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A13.9 The NFWF Recipients agrees, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- A13.10 If one of the Funding Sources for the Award is the National Oceanic and Atmospheric Administration, the Award also is subject to the Department of Commerce's Financial Assistance Standard Terms and Conditions, which may be located on the Internet at: <http://oamweb.osec.doc.gov/docs/GRANTS/pdf/ST&C-rev-1002.pdf>
- A13.11 If one of the Funding Sources for the Award is the Environmental Protection Agency, the Award also is subject to the Agency's Guidance for Utilization of Small, Minority, and Women's Business Enterprise in Procurement Under Assistance Agreements - 6010, which may be located on the Internet at <http://www.epa.gov/osdbu/pubs.htm>.