



The State of New Hampshire  
**Department of Environmental Services**

77



Robert R. Scott, Commissioner

April 19, 2021

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Sponsored Program Administration (VC #315187-B083), Durham, NH, in the amount of \$163,014 to accomplish key tasks as part of the Great Bay Living Shorelines Project, effective upon Governor & Council approval through May 31, 2022. Funding is 100% Federal Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2022 is contingent upon continuing appropriation and availability of funds.

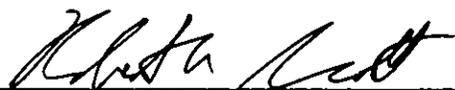
	<u>FY 2021</u>	<u>FY 2022</u>
03-44-44-442010-12090000-102-500731	\$105,000	\$58,014
Dept. Environmental Services, Coastal Resilience, Contracts for Program Services		

**EXPLANATION**

This contract is provided to the University of New Hampshire, Sponsored Program Administration (UNH) as part of a larger collaborative project funded as part of a competitive award provided by the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund. The goal of the Great Bay Living Shorelines Project is to create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, Newmarket, and the Great Bay National Estuarine Research Reserve. This award is **SOLE SOURCE** because UNH was part of the collaborative team that created and submitted the project proposal to NFWF. The project builds on several years of work by the NHDES Coastal Program, UNH, the Town of Durham, and other partners. Due to UNH's role implementing and educating stakeholders about pilot living shoreline projects in Durham and Portsmouth, UNH is uniquely qualified to accomplish the specific tasks under this contract, including providing hands on training to professionals in a living shoreline design training program and developing conceptual living shorelines designs for the 3-4 selected sites.

Total project costs for this contract are budgeted at \$443,796. NHDES will provide 163,014 of the project costs through this federal grant. UNH is responsible for \$280,782 of the project costs provided as non-federal cost-share by UNH and the Town of Durham. A budget breakdown is provided in the Cooperative Program Agreement. In the event that the Federal funds become no longer available, general funds will not be requested to support this program. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Environmental Services**

and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective the date approved by the Governor and Executive Council of the State of New Hampshire has approved this Project Agreement ("Effective date") and shall end on 5/31/22. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Great Bay Living Shorelines Project

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Steven Couture  
Address: NH Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 603-271-8801

**Campus Project Administrator**

Name: Cheryl Moore  
Address: University of New Hampshire  
Sponsored Program Administration  
51 College Rd., Rm 111  
Durham, NH 03824-2620  
Phone: 603-862-1992.

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Kirsten Howard  
Address: NH Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 603-559-0020

**Campus Project Director**

Name: Thomas Ballestero  
Address: University of New Hampshire  
Gregg Hall, Rm 238  
Colovos Road  
Durham, NH 03824  
Phone: 603-862-1405

- F. Total State funds in the amount of **\$163,014** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs

exceeding the amount specified in this paragraph. UNH will be responsible for \$280,782 in non-federal cost share commitment, including \$213,000 provided by the Town of Durham.

Check if applicable

Campus will cost-share 15.2% of total costs during the term of this Project Agreement. The Town of Durham will cost share 47.9% of total costs during the term of this Project Agreement

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. NA20NOS4730027 from the National Oceanic and Atmospheric Administration (NOAA) and National Fish and Wildlife Foundation (NFWF) under CFDA# 11.473 and Grant Agreement No. 0318.20.069073 between NFWF and the State. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen not to take possession of equipment purchased under this Project Agreement.  
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:  
University of New Hampshire  
Name: Karen M. Jansen  
Title: Director, Sponsored Programs  
Administration, Pre-Award  
Signature and Date: Karen Jensen 4/1/21

By An Authorized Official of:  
Department of Environmental Services  
Name: Robert R. Scott  
Title: Commissioner  
Signature and Date: Robert R. Scott 4/12/21

By An Authorized Official of: the New Hampshire  
Office of the Attorney General  
Name: Joshua Harrison  
Title: Assistant Attorney General  
Signature and Date: Joshua Harrison 5/3/2021

By An Authorized Official of: the New  
Hampshire Governor & Executive Council  
Name:  
Title:  
Signature and Date:

## EXHIBIT A

- A. Project Title:** Great Bay Living Shorelines Project
- B. Project Period:** Upon Governor and Council approval, through May 31, 2022
- C. Objectives:** The goal of the Living Shoreline Stabilization for Communities and Tidal Wetlands in the Great Bay Estuary (NH) project (Great Bay Living Shorelines Project) is to create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, and Newmarket as well as the Great Bay National Estuarine Research Reserve.

The University of New Hampshire (UNH) will complete the tasks outlined in Section D. Scope of Work and as described in more detail in the project proposal document "NCRF\_Scaling Up LS in Great Bay\_NHCP\_Final submission package\_amended 9-16-2020.pdf."

- D. Scope of Work:** UNH will complete the following activities:

### **PHASE I: WAGON HILL FARM LIVING SHORELINE MANAGEMENT & MONITORING**

#### ***Activity 1: Durham Wagon Hill Farm (WHF) Living Shoreline Management***

- 1.1 Building on the 2019 WHF LS erosion management installation, the Town of Durham (Durham) will implement additional nature-based shoreline management treatment in priority areas at WHF. Durham will use non-federal match funds to finalize project designs (spring 2021), obtain permits (spring 2021), and complete installation (spring/summer 2021). Outreach will be conducted to Durham officials, residents, and other stakeholders. Note: Any additional non-federal match remaining may be used to supplement design and permitting efforts at additional WHF sites in Phase II Activities 7-8.

Lead: Durham

Estimated timeframe: 6/1/2020 to 9/30/2021 (using non-federal match funds for all work prior to G&C approval)

- 1.2 Ongoing monitoring will continue at the WHF LS site constructed in 2019 and results will be provided to Durham and included in interim grant report.

Lead: Durham & UNH

Estimated timeframe: 6/1/2020 to 9/30/2021 (using non-federal match funds for all work prior to G&C approval)

#### ***Activity 2: Survey and/or design work at WHF & Synthesize Lessons Learned for Phase II Technology Transfer***

- 2.1 UNH will complete as-built or other equivalent survey or design work for WHF nature-based shoreline management, as agreed upon with Durham and DES.

Lead: UNH

Estimated timeframe: Between 6/1/2021 and 5/31/2022 (using non-federal match funds for all work prior to G&C approval)

- 2.2 UNH will synthesize lessons learned to inform Great Bay priority LS site designs, informed by monitoring protocols established by Northeast Regional Resilience LS Monitoring Protocol Project. UNH will provide the project team partners with a guided WHF tour (in person or virtual), a presentation, and a summary report to share the monitoring findings and lessons learned about WHF LS design, permitting, and effectiveness at meeting erosion management and habitat restoration goals. Summary report will inform Strafford Regional Planning Commission's Road Map development in Activity 10.

Lead: UNH

Estimated timeframe: 7/1/2021 to 3/31/2022

## **PHASE II: SCALING UP LIVING SHORELINES IN THE GREAT BAY ESTUARY**

### ***Activity 3: Develop Great Bay Living Shoreline Priority Site Criteria***

UNH provides input at monthly Phase II project team meetings, in 1-2 one-on-one conversations, and by reviewing materials in order to help DES identify and select criteria to prioritize LS sites and develop a prioritization process using desktop spatial analysis and field verification. Site selection criteria will emphasize present-day erosion and flood risk, future erosion and flood risk, community asset protection, and tidal habitat functions and values (focused on salt marsh and coastal bank), as well as physical and social site characteristics.

Lead: DES

Estimated timeframe: Upon G&C approval to 3/31/2021

### ***Activity 4: Identification of 10-15 Great Bay LS Priority Sites***

UNH will provide input to DES to complete a desktop spatial analysis and field verification to identify 10-15 priority LS sites based on criteria and process developed in Activity 3. DES will make the 10-15 priority LS sites publicly available in a map format. UNH will participate in monthly project team meetings to provide input. UNH will provide boats and participate in field verification trips with DES.

Lead: DES

Estimated timeframe: Upon G&C approval to 7/1/2021

### **Activity 5: Selection of 3-4 Great Bay LS Priority Sites for Preliminary Design**

Strafford Regional Planning Commission (SRPC) will engage communities and landowners to assess need, project feasibility, and landowner interest in order to select a subset of 3-4 of the priority sites identified in Activity 4 for preliminary (50%) design (see Activity 8). At least one priority site will be located at WHF. UNH will provide assistance as needed to SRPC as needed as SRPC engages willing landowners of the 10-15 LS priority sites identified in Activity 4 to discuss their need, interest, goals, and to evaluate LS feasibility. If a landowner is not interested, the site will be removed from consideration for LS design. Where relevant, SRPC will engage coastal municipalities (Durham, Dover, Newmarket) or other watershed-based organizations (Lower Bellamy River Collaborative, Lamprey River Watershed Association, GBNERR, UNH) to assist with selection of the 3-4 LS design sites. If needed, sites may be accessed by boat with assistance from UNH.

Lead: SRPC

Estimated timeframe: Upon G&C approval to 8/1/2021

### **Activity 6: Establishment of Great Bay LS Design Teams**

6.1 UNH will assist DES, GBNERR, and the Great Bay Stewards (GBS) to develop and release a request for proposals to recruit 3-4 Great Bay LS Design Teams from the NH Living Shorelines Professionals Network.

6.2 UNH will assist DES, GBNERR, and GBS to design a curriculum for Great Bay LS Design Teams.

6.3 UNH will assist DES, GBNERR and GBS to select and confirm 3-4 Great Bay LS Design Teams, each team assigned to one of the 3-4 priority sites selected in Activity 5.

Leads: GBNERR, Great Bay Stewards, NHCP

Estimated timeframe: Upon G&C approval to 7/1/2021

### **Activity 7: Existing Conditions Site Survey and Assessment**

UNH will engage Design Teams to conduct existing conditions topographical survey, water level monitoring, and site condition assessment for 3-4 priority LS design sites. UNH will lead data collection and assessment to characterize the current erosion, and marsh and buffer plant communities. Design Teams will participate in the site assessment at their assigned site to learn about UNH's process and

methods that are aligned with monitoring protocols developed as part of the Northeast Resilience Living Shoreline project. UNH and Design Teams will assess habitat presence and condition, potential erosion and/or flood stressors, and likely future conditions at the site. All UNH COVID-19 protocols will be followed for site visits.

Lead: UNH

Estimated timeframe: 7/1/2021 to 10/1/2021

#### **Activity 8: Preliminary LS Engineering Designs**

8.1 For each site, UNH and the Design Teams will conduct a design consultation with the relevant landowner/stakeholders. GBNERR, GBS, DES, and SRPC will provide assistance, as needed.

8.2 For each site, UNH and the associated Design Team will conduct a design charrette exercise. The design charrette process will be facilitated with assistance from DES and GBNERR.

8.3 For each site, UNH and the Design Team will complete 50% design plans and share them with the project team and landowner for comments. Any critical comments from the landowner will be addressed/responded to by UNH and the Design Team.

Lead: UNH

Estimated timeframe: 10/1/2021 to 4/1/2022

#### **Activity 9: LS Design Team Technology Transfer Event**

UNH will participate in the LS Design Team Technology Transfer Event organized by DES and GBNERR. LS Design Teams, with support from UNH, will present 50% designs for the 3-4 LS design sites and discuss lessons learned throughout the process. In addition to the LS Design Team members and the project team, invited stakeholder groups will participate and learn from the presentations, including the priority site landowners, target coastal community officials from Durham, Dover, and Newmarket, the Lamprey River Watershed Association, the Lower Bellamy River Collaborative, other NH LS Professional Network members.

Leads: NHCP, GBNERR

Estimated timeframe: 4/1/2022 to 5/1/2022

#### **Activity 10: Road Map to Improve the Great Bay Living Shoreline Project Pipeline**

UNH will provide input to SRPC as they develop a Road Map to advance the pipeline of GBE living shoreline projects, focusing on the specific sites prioritized in Activities 3-8 as well as general recommendations for property owners, local and state policy makers, and practitioners considering LS at other specific sites or more generally as a preferred shoreline stabilization approach for the future. The Road Map will summarize and discuss specific landowner barriers to adoption of LS and lay out steps to normalize LS approaches among public and private landowners in the GBE. SRPC will lead the Road Map development and develop recommendations relevant to landowners, state and local governments, and practitioners, with input from the project team and engaged communities. NHDES will provide content related to federal agency involvement and state permitting. GBNERR and UNH will provide recommendations informed by the LS Design Team members and the project design experience. The Road Map will be disseminated to all stakeholders involved in the project and presented at one local conference and at least one LS outreach event during the project period.

Lead: SRPC

Estimated timeframe: 1/1/2022 to 5/31/2022

#### **Activity 11: Project Team Coordination & Reporting**

UNH will participate in team coordination meetings (usually part of monthly meetings) and complete required reports (See Section E).

Lead: NHCP

Estimated timeframe: Upon G&C approval to 5/31/2022

UNH Budget Estimate by Task			
Activity	NFWF funds to UNH	UNH match	Durham match
1.1 WHF LS mgmt			\$213,000.00
1.2 WHF monitoring		\$5,000.00	
2.1 WHF survey or design	\$20,000.00	\$5,000.00	
2.2 WHF lessons learned	\$5,000.00	\$5,000.00	
3 GBLS site criteria		\$6,000.00	
4 ID 10-15 GBLS sites	\$3,000.00	\$1,000.00	
5 Select 3-4 GBLS Design Sites	\$7,011.00	\$1,782.00	
6 Establish GBLS Design Teams		\$1,000.00	
7 Site survey & assessment	\$30,000.00	\$10,000.00	
8 Preliminary LS designs	\$90,000.00	\$15,000.00	
9 LS Design Team Event	\$2,000.00	\$10,000.00	
10 Road Map for GBLS pipeline	\$2,000.00	\$3,000.00	
11 Team coordination & reporting	\$4,000.00	\$5,000.00	
<b>Subtotals</b>	<b>\$163,014.00</b>	<b>\$67,782.00</b>	<b>\$213,000.00</b>
<b>Total Project Cost</b>			<b>\$443,796.00</b>

**UNH Outcomes:**

- 1.1 Nature-based shoreline management designed, permitted and constructed
- 1.2 LS monitoring results provided to Durham and reported in interim grant report
- 2.1 As-built, equivalent survey, or design work completed at WHF site
- 2.2 Data synthesized and lessons transferred for Activity 10 through a field visit (virtual or in person), presentation, and report from UNH.
- 3.0 UNH provides input to select environmental and social criteria for site selection and to develop process to prioritize sites.
- 4.0 UNH provides input at monthly meetings and provides boats and participates in field visits to select 10-15 priority LS project sites
- 5.0 UNH provides input to help select subset of 3-4 priority LS design sites for 50% design
- 6.1-6.2 3-4 UNH provides input to LS Training Teams establishment and curriculum design
- 7.0 Current conditions survey and site assessment completed for 3-4 LS design sites
- 8.1-8.3 UNH, with Design Teams, completes 50% design plans for 3-4 priority LS design sites and shares with the project team and landowners
- 9.0 UNH participates in LS Design Team Technology Transfer event
- 10.0 UNH provides input to Road Map development
- 11.0 UNH participates in project coordination and provides report deliverables (see Section E)

**E. Deliverables Schedule:** Reports: Campus Project Director shall provide two (2) semi-annual progress reports and one (1) final report. Semi-annual report #1 will cover the period of the project period start date (June 1, 2020) through April 30, 2021 and will be due on May 10, 2021. Semi-annual report #2 will cover the period of May 1, 2021 through October 31, 2021 and will be due on November 10, 2021. The final report will summarize activities throughout the entire project period from June 1, 2020 through May 31, 2022, including at least 3 photos of the project work. The final report will be due on May 31, 2022. Campus Project Director will submit at least one signed NHDES Coastal Program Match Documentation Form (though preferably more than one at regular intervals throughout the project period)

detailing the UNH (\$67,782) and Durham (\$213,000) match expended/provided under this Cooperative Project Agreement. All match must be reported via the Match Documentation Form no later than 60 days after the end of the project.

**F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below, including match reports. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Eligible non-federal match may be reported for activities related to the project beginning from June 1, 2020.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 81,180	\$ 31,320	\$
2. Fringe Benefits	\$ 22,935	\$ 13,718	\$
3. Travel	\$ 2,000	-	-
4. Supplies and Services	\$ 2,200	-	-
5. Other (IT support)	-	\$	-
6. Facilities and Admin.	\$ 54,699	\$ 22,744	\$
Subtotals:	\$ 163,014	\$ 67,782	\$230,796

Cost share committed and reported to UNH by the Town of Durham \$213,000  
 Total non-federal match commitment: \$280,782  
 Total Project Costs: \$443,796

**G. Other: Acknowledgement of Support:** All final work products and outreach materials shall include the NHDES and NHCP logos and shall state that "This project was funded, in part, by the National Fish and Wildlife Foundation National Coastal Resilience Fund in conjunction with the NH Department of Environmental Services Coastal Program." The Subawardee must obtain prior NFWF approval for the use relating to this sub-award of the NFWF logo.

**ADA Compliance:** All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and are guided by best practices outlined in the Web Content Accessibility Guidelines (WCAG) AAA standards, including sans-serif fonts, underlined and descriptive text links, color best practices, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted. References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special provisions are listed here:  **Uniform Guidance issued by the Office of Management and Budget (OMB).**

The Campus (Subawardee) shall also comply with the following requirements, as stipulated by NFWF for all subawards:

### **Compliance with Anti-Corruption; Anti-Money Laundering, Terrorist Financing, and Other Restrictions.**

**2.9.2.1.** The Subawardee shall ensure that no payments have been or will be made or received by the NFWF Subawardee in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anticorruption laws or regulations in the countries in which the Subawardee performs under this Grant Agreement.

**2.9.2.2.** The Subawardee shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the Subawardee knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

**2.9.2.3 .** The Subawardee shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.



TOWN OF DURHAM  
8 NEWMARKET ROAD  
DURHAM, NH 03824  
Tel: 603-868-5571  
Fax: 603-868-1858  
www.ci.durham.nh.us

March 29, 2021

Dr. Thomas Ballestero  
University of New Hampshire  
Gregg Hall, Rm 238  
Colovos Road  
Durham, NH 03824

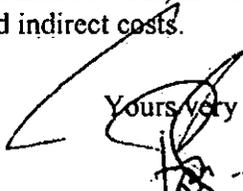
*Subject: Town of Durham match commitment for UNH Cooperative Project Agreement with NHDES Coastal Program for NFWF Great Bay Living Shorelines Project*

Dear Dr. Ballestero,

The Town of Durham commits \$213,000 of non-federal in-kind and/or cash match to be expended by the Town between June 1, 2020 and May 31, 2022 for the purposes of fulfilling the requirements of the University of New Hampshire (UNH) Cooperative Project Agreement (CPA) with the New Hampshire Department of Environmental Services (NHDES) to carry out the Great Bay Living Shorelines Project. Federal funds for the CPA are subgranted to UNH by the NHDES Coastal Program through a Federal Fiscal Year 2020 National Coastal Resilience Fund National Fish and Wildlife Foundation (NFWF) Grant Agreement (NFWF Grant ID 0318.20.069073).

Non-federal match committed by the Town will meet the requirements of Section 1.3 of the NFWF Grant Agreement with NHDES. The Town understands that eligible non-federal match spending includes in-kind services and/or cash spent directly on the Great Bay Living Shorelines Project activities, as outlined in the proposal (NFWF Proposal ID 69073), which includes any resilient, nature-based and/or habitat restoration tidal shoreline management activities at Wagon Hill Farm. The Town will submit two signed NHDES Coastal Program Match Documentation Forms to UNH and the NHDES Coastal Program documenting match expended over the grant period. Match Documentation Form #1 will be due October 15, 2021 and Match Documentation Form #2 will be due July 31, 2022. UNH and NHDES do not need to see records and receipts of reimbursable and matching costs as part of the payment request, these records must be kept on file by the Town for seven years in the event of an audit, including, but not limited to: supervisor approved time records; invoices for supplies and contractual services; and reports of personnel, travel and indirect costs.

Yours very truly,

  
Todd I. Selig  
Administrator

Cc: Cheryl Moore  
Kirsten Howard, NHDES, 29 Hazen Dr., Concord, NH  
Richard Reine, Durham DPW Director



**Match Documentation Form**  
 Water Division | Watershed Management Bureau  
 Coastal Program



CZMA of 1972

PROJECT NAME:	GRANT NUMBER:
GRANTEE NAME:	FEDERAL FISCAL YEAR:
TIME PERIOD COVERED BY THIS DOCUMENTATION:	

DESCRIPTION OF MATCH	SOURCE OF MATCH	TYPE <sup>1</sup>	UNIT	COST PER UNIT	TOTAL MATCH
MATCH THIS PERIOD					
PREVIOUSLY REPORTED MATCH					
TOTAL MATCH					

*1. Match types include "cash", "in-kind" and "other"*

CERTIFIED BY:
<div style="display: flex; justify-content: space-between;"> <span>(signature of grantee)</span> <span>(title)</span> <span>(date)</span> </div>

*FOR ADMINISTRATIVE STAFF*

MATCH APPROVED BY:
<div style="display: flex; justify-content: space-between;"> <span>(signature)</span> <span>(title)</span> <span>(date)</span> </div>

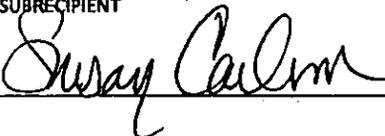
**Back-up Documentation:** Please note that while the Coastal Program does not need to see records and receipts of reimbursable and matching costs as part of the payment request, these records must be kept on file by the grantee for seven years in the event of an audit, including, but not limited to: supervisor approved time records; invoices for supplies and contractual services; and reports of personnel, travel and indirect costs.

Example:

DESCRIPTION OF MATCH	SOURCE OF MATCH	TYPE <sup>1</sup>	UNIT	COST PER UNIT	TOTAL MATCH
Technical Assistance	NHDES Dam Bureau	In-kind	37.5 hrs	\$90.00	\$3,375.00
Earth Day Volunteer Work					
Event	Volunteer	In-kind	150 hrs	\$22.78	\$3,417.00
Materials Purchase	Town	Cash	14	500	\$7,000.00
Grant	Mooseplate	Cash	n/a	n/a	\$5,000.00
Design Review	Volunteer Engineer	In-kind	45 hrs	\$85.00	\$3,825.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
MATCH THIS PERIOD					\$22,617.00
PREVIOUSLY REPORTED MATCH					\$10,000.00
TOTAL MATCH					\$32,617.00
1. Match types include "cash", "in-kind" and "other"					

 <b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 69073		<b>2. NFWF GRANT ID:</b> 0318.20.069073	
	<b>3. UNIQUE ENTITY IDENTIFIER (DUNS #)</b> 042828025		<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> 2.53%	
<b>5. SUBRECIPIENT TYPE</b> State or Local Government		<b>6. NFWF SUBRECIPIENT</b> New Hampshire Department of Environmental Services		
<b>7. NFWF SUBRECIPIENT CONTACT</b> Kirsten Howard 29 Hazen Drive Concord, NH 03301 Tel: 603-559-0020 kirsten.howard@des.nh.gov		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b> Arielle Mion National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Arielle.Mion@nfwf.org		
<b>9. PROJECT TITLE</b> Living Shoreline Stabilization for Communities and Tidal Wetlands in the Great Bay Estuary (NH)				
<b>10. PROJECT DESCRIPTION</b> Create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, and Newmarket. Project will prioritize sites based on criteria, including habitat value and community asset protection, from which 3-4 sites will be selected for 50% engineering designs that will be developed by working with an innovative living shoreline professional training program.				
<b>11. PERIOD OF PERFORMANCE</b> June 1, 2020 to May 31, 2022		<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$257,000	<b>13. TOTAL FED. FUNDS</b> \$257,000	<b>14. TOTAL NON-FED. FUNDS</b> N/A
<b>15. FEDERAL MATCH REQUIREMENT</b> N/A		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$257,000		
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b> The rate specified in Line 4 reflects either, the indirect cost rate negotiated between the Subrecipient and their cognizant federal agency as stated in the Subrecipient's valid Negotiated Indirect Cost Rate Agreement (NICRA), or, the indirect cost rate that the Subrecipient applied to the project budget (but not in excess of the rate stated in the Subrecipient's valid NICRA).				
<b>18. TABLE OF CONTENTS</b>				
<b>SEC.</b>	<b>DESCRIPTION</b>			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements - General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds - Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL						
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
National Oceanic and Atmospheric Administration	FC.R438	5/6/2020	NA20NOS4730027	\$33,835,000	\$257,000	11.473

20. NOTICE OF AWARD			
<p>The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.</p>			
<p>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (<i>Type or Print</i>)</p> <p>Susan Carlson, Chief Operations Officer</p>		<p>D. NAME AND TITLE OF NFWF AWARDING OFFICIAL</p> <p>Holly A. Bamford, PhD, Chief Conservation Officer</p>	
<p>B. SUBRECIPIENT BY</p> 	<p>C. DATE</p> <p>1/13/2021</p>	<p>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</p> 	<p>F. DATE</p> <p>1/31/2021</p>

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
May 20, 2021	Interim Programmatic Report
October 31, 2021	Annual Financial Report
November 20, 2021	Interim Programmatic Report
August 31, 2022	Final Financial Report
August 31, 2022	Final Programmatic Report



## SECTION 1 AGREEMENT ADMINISTRATION

### 1.1. Project Description/Purpose of Grant.

Create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, and Newmarket. Project will prioritize sites based on criteria, including habitat value and community asset protection, from which 3-4 sites will be selected for 50% engineering designs that will be developed by working with an innovative living shoreline professional training program.

### 1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to Inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

### 1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

**1.3.1. Documentation and Reporting of Matching Contributions.** The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

**1.3.2. Cash, Goods and Services, and/or Property.** The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

**1.3.3. Property.** The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

#### **1.4. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

#### **1.5. Reports.**

##### **1.5.1 Interim Programmatic and Financial Reports.**

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

##### **1.5.2. Annual Financial Report.**

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.5.3. Final Reports.**

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

#### **1.5.3.1. Photographs.**

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

### **1.5.4 Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.5.4.1** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

**1.5.4.2** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

**1.5.5. Certification and Representation.**

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

**1.6. Access to Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

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

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient 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.

### **2.5. Publicity and Acknowledgement of Support.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement; subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

### **2.5.1. Disclaimers.**

Payments made to the NFWF Subrecipient under this Grant 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 Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

**For Projects funded in whole or part with Federal funds:** "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 and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with Federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

### **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient 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 Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement 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.

### **2.7. Website Links.**

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

### **2.8. Evaluation.**

The NFWF Subrecipient 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 project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

## **2.9. Compliance with Laws.**

**2.9.1 In General.** The NFWF Subrecipient 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. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

### **2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.**

**2.9.2.1.** The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

**2.9.2.2.** The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

**2.9.2.3.** The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

## **2.10. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. 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. The terms of this provision will survive termination of this Grant Agreement.

## **2.11. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, 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 or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

## **2.12. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

## **2.13. Choice of Law/Jurisdiction.**

This Grant 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 Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

## **2.14. Termination.**

**2.14.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.14.1.1.** The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.14.1.2.** The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.14.1.3.** In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.14.1.4.** In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking In Persons Statutes and Other Restrictions; or,

**2.14.1.5.** In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

**2.14.1.6.** After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

**2.14.2.** Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.14.3.** In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient 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:

**2.14.3.1.** 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).

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

**2.14.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.14.3.4.** 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 contracts.

**2.14.3.5.** 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 Subrecipient under this Grant Agreement, whether completed or in progress.

**2.14.3.6.** Return to NFWF any unobligated portion of the Award.

## **2.15. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

## **2.16. Severability.**

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

## **2.17. Interpretation and Construction.**

**2.17.1.** This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

**2.17.2.** The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

**2.17.3.** Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.17.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not

be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL**

### **3.1. Binding Obligation.**

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

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

### **3.3. Compliance with Laws.**

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting 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.

### **3.4. Conflicts of Interest.**

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

### **4.2. A-133 and 2 CFR § 200 Subpart F Audits.**

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

### **4.3. Interest.**

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

### **4.4. Subrecipient Debarment and Suspensions.**

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

### **4.5. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant

Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

#### 4.6. Trafficking In Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

##### I. Trafficking In persons.

###### a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.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 a.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 Government-wide Debarment and Suspension (Nonprocurement),".

###### b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to 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 Government-wide Debarment and Suspension (Nonprocurement),".

- c. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 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.
- d. *Definitions. For purposes of this award term:*
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **4.7. Subrecipient Monitoring Requirements.**

NFWF subrecipients receiving federal funds understand that NFWF may require NFWF subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF subrecipient's attention during the course of an audit.

#### **4.8. Certification and Representation.**

NFWF subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

**4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

**4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

**4.12. 43 CFR §18 New Restrictions on Lobbying.**

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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 into 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 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 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 NFWF Subrecipient 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 accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020).**

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

#### **4.13. Domestic Preference for Procurements.**

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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0318.20.069073 (Living Shoreline Stabilization for Communities and Tidal Wetlands in the Great Bay Estuary (NH))

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- b) For purposes of this agreement, the following definitions apply:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

### Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated April 30, 2019, available at [http://www.osec.doc.gov/oam/grants\\_management/policy/](http://www.osec.doc.gov/oam/grants_management/policy/). See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

### Handling of Environmental Data or Peer Reviewed Publications.

- a) **Data Sharing:** Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b) **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

- e) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

#### **Scientific Integrity.**

- a) **Maintaining Integrity.** The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b) **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) **Primary Responsibility.** The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient

shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE  
SPECIFIC**

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