



**U.S. Department of Housing and Urban Development
Policy Development and Research (PD&R)
Grants Management and University Partnerships Division (GMUP)
Terms and Conditions for Grants and Cooperative Agreements**



GENERAL

A. Overview of Award Implementation	3
B. Definitions	3
C. Changes to Reporting – Federal Funding Accountability and Transparency Act of 2006	8
D. System for Award Management (SAM) and Universal Identifier Requirements	10
E. English Language	10
F. Conflict of Interest	10
G. Certification Regarding Lobbying	11
H. Additional Information Related to HUD’s Funding Opportunities	11

PROGRAM REQUIREMENTS

1. Administrative Costs	12
2. Administrative Requirements	12
3. Advance Payment by Treasury Check or Electronic Funds Transfer	12
4. Cost Reimbursement	13
5. Amendments	13
6. Cost Sharing/Matching Requirement	13
7. Budget	14
8. Certifications and Assurances	15
9. Prior Approval Requirements (Changes to Award Agreement)	15
10. Closeout	15
11. Conduct of Work/Mandatory Disclosures Requirement	16
12. Collection of Data	17
13. Contact Information Updates	17
14. Copyrights	17
15. Direct Costs	18
16. Disputes	19
17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)	19
18. Equipment	20
19. Flow Down Provisions	20
20. Grant Deliverables	21
21. Grantee Lead Certification Program Requirement (If Applicable)	21
22. HUD’s Right to Audit and Disallow Cost and Recover Funds	21
23. HUD’s Substantial Involvement (If Applicable)	22
24. Incurrence of Costs	23
25. Indirect (F&A) Cost Rate	23
26. Inspection and Acceptance	23
27. Key Personnel	23
28. Liability Insurance	23
29. Professional Service Costs (Consultant Payments)	24
30. Limitation on Payments to Influence Certain Federal Transactions	24

31. <u>Lobbying Activities Prohibition</u>	25
32. <u>Notification of OMB Uniform Guidance Change: Cost Principles, Audit, and Administrative Requirements for Federal Awards</u>	25
33. <u>Order of Precedence</u>	25
34. <u>Patent Rights</u>	26
35. <u>Period of Performance Extensions and Incurring Costs/Obligating Federal Funds</u>	26
36. <u>Pre-Award Costs</u>	27
37. <u>Profit</u>	27
38. <u>Program Income</u>	27
39. <u>Project Management System</u>	27
40. <u>Protection of Human Subjects (If Applicable)</u>	31
41. <u>Publications and News Releases</u>	31
42. <u>Release of Funds and Environmental Certification (If Applicable)</u>	32
43. <u>Review of Deliverables</u>	33
44. <u>Sanctions</u>	33
45. <u>Scope of Work</u>	34
46. <u>Single Audit Reporting Requirements</u>	34
47. <u>Special Conditions</u>	34
48. <u>Suspension and Termination (For Cause or Convenience)</u>	34
49. <u>Eliminating Barriers to Participation in HUD Programs</u>	35

ATTACHMENTS

1. <u>List of Actions Due</u>	36
2. <u>Benchmark Schedule</u>	38
3. <u>PD&R Financial Reporting Form</u>	39

LIST OF STANDARD/HUD POST-AWARD FORMS

1. [SF-425 \(Federal Financial Report\)](#)
2. [SF-LLL \(Disclosure of Lobbying Activities\)](#) (If Applicable)
3. [HUD-27061 \(Race and Ethnic Data Reporting\)](#) (If Applicable)
4. [HUD-2880 \(Applicant/Recipient Disclosure/Update Report\)](#) (If Applicable)
5. [HUD-424-CBW \(Grant Application Detailed Budget Worksheet\)](#)

GRANT/COOPERATIVE AGREEMENT

PROVISIONS - GENERAL

The Grant/Cooperative Agreement (also referred to as an award document) consists of the HUD-1044 form (including any special conditions), and these Grant/Cooperative Agreement provisions and articles. The Grantee must comply with the requirements and conditions established in the Grant/Cooperative Agreement and the specific NOFO/NOTICE.

This instrument is governed by [2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#), commonly referred to as the Uniform Guidance. The Uniform Guidance streamlines and consolidates government requirements for receiving and using Federal awards to reduce administrative burden and improve outcomes. The Office of Management and Budget (OMB) made major changes and updates to the Uniform Guidance on [August 13, 2020](#) that became effective November 12, 2020, and published corrections to that notice on [February 22, 2021](#) that became effective that day. See [Article 32, “Notification of OMB Uniform Guidance Change: Cost Principles, Audit, and Administrative Requirements for Federal Awards”](#) for additional information.

A. Overview of Award Implementation

This instrument reflects the acceptance of the budget, key personnel and basic conditions of the Applicant’s approved general proposal, or any subsequent revision, submitted in response to the applicable funding notice.

For the Department of Housing and Urban Development, Office of Policy Development and Research Grant/Cooperative Agreement programs, the NOFO/NOTICE name and number are indicated on the HUD-1044 form cover page.

As a condition of accepting the Grant Award, the Grantee and Subrecipients (if applicable) agree to the following:

The Grantee must complete and submit a revised Management and Work Plan (MWP) that details deliverables, outcomes, and the project budget within thirty (30) calendar days of the effective date. These revisions shall update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan and budget. Revisions should be developed according to the instructions provided by the assigned Government Technical Representative (GTR). If identified issues are not addressed satisfactorily, the Grantee’s Grant may be terminated based on failure to successfully conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFO/NOTICE for which the Grantee applied.

B. Definitions

“Allocable Costs” as defined in [2 CFR §200.405](#), is costs that are allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. This standard is met if the cost:

- (1) Is incurred specifically for the Federal award;
- (2) Benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and
- (3) Is necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in [2 CFR Part 200, Subpart E – Cost Principles](#).

All activities that benefit from the Grantee's indirect costs, including unallowable activities and services donated to the Grantee by third parties, will receive an appropriate allocation of indirect costs. Any cost allocable to a particular Federal award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

“Allowable Costs” as defined in [2 CFR §200.403](#), is costs that are:

- (a) Necessary and reasonable for the performance of the Federal award and are allocable to the Federal award;
- (b) Conform to any limitations or exclusions set forth herein, in the NOFO/NOTICE, or in the Federal award as to types or amount of cost items;
- (c) Consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the Grantee;
- (d) Accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- (e) Determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in [2 CFR Part 200](#);
- (f) Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
- (g) Adequately documented; and
- (h) Incurred during the approved budget period.

“Approving Official” is a Secure Systems administrator who manages the organization's “Users” in Secure Systems. Responsibilities include assigning Secure Systems LOCCS roles to themselves and “Users.” Approving Officials will use eLOCCS to re-certify their staff every 3 months, therefore, Approving Officials will also need to register for an ID in Secure Systems like the “Users.” See [Article 17 “Estimated Cost and Payment – Line of Credit Control System \(LOCCS\)”](#) for additional information.

“Authorized Representative” or **“Authorized Official”** is the official at the operational level who has the responsibility for the full measure of the mission and the authority to obligate funds to support the Grant from the Grantee.

“Closeout” is the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award has been completed and takes actions as described in [2 CFR §200.344 \(Closeout\)](#). See [Article 10 “Closeout”](#) for additional information.

“Contract” as defined in [2 CFR §200.1](#), is a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

“Contractor” as defined in [2 CFR §200.1](#), is an entity that receives a contract.

“Debarment” is an action taken to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation.

“Direct Costs” as defined in [2 CFR §200.413](#), is costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are:

- (a) Compensation of employees for the time devoted and identified specifically to the performance of those awards;
- (b) Cost of materials acquired, consumed, or expended specifically for the purpose of those awards;
- (c) Equipment and other approved capital expenditures; or
- (d) Travel expenses incurred specifically to carry out the award.

Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. **Refer to the Notice of Funding Opportunity (NOFO/NOTICE) for specific information regarding what constitutes Direct Costs for your award and any applicable programmatic requirements you must adhere to.**

“Disallowable Costs” as defined in [2 CFR §200.1](#), is charges to an award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal cost principles or other terms and conditions contained in the award.

“Effective Date” is the date the Grant is effective as stated in Block 5 on the HUD-1044 form.

“Equipment” as defined in [2 CFR §200.1](#), is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

“Government Technical Representative (GTR)” GTR is the HUD official who is responsible for the technical administration of the Grant/Cooperative Agreement, the evaluation of performance under the Grant/Cooperative Agreement, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the Grant/Cooperative Agreement.

“Grant Award” or “Cooperative Agreement” or “Federal Award” as defined in [2 CFR §200.1](#), is a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that is consistent with [31 U.S.C. 6302 – 6305](#). This term consist of the HUD-1044 form and any special award conditions.

“Recipient” or “Grantee” or “Awardee” as defined in [2 CFR §200.1](#), is an entity, usually, but not limited to, non-Federal entities that receives a Federal award directly from the Federal awarding agency. The term Recipient does not include Subrecipients or individuals that are beneficiaries of the award.

“Grant Officer” or “Cooperative Agreement Officer” is the official authorized by HUD to execute and/or administer this award.

“HUD” is the U.S. Department of Housing and Urban Development.

“High Risk Designation” is the designation of the Grantee that may be given by HUD to indicate that HUD will be conducting heightened monitoring of the Grantee performance as a result of unsatisfactory performance or when a Grantee has not complied with Federal statutes, regulations (including [2 CFR Part 200](#)), or requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions. The “High Risk” designation will stay in place until the corrective actions specified by HUD in the “High Risk Designation” amendment have been addressed to HUD’s satisfaction. If the corrective actions are not addressed within the time frame specified, HUD may pursue additional enforcement actions in accordance with [2 CFR §200.339 \(Remedies for Noncompliance\)](#).

“Indirect (Facilities & Administrative (F&A)) Costs” as defined in [2 CFR §200.1](#), is costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect costs. Indirect cost pools must be distributed to benefit cost objectives on a basis that will produce an equitable result in consideration of relative benefits derived.

The term applies to costs of this type originating in the Grantee’s organizational unit, as well as those incurred by other organizational units or other entities in supplying goods, services, and facilities.

“Indirect Cost Rate Agreement” is a formal indirect cost rate agreement signed by the Cognizant Agency for Indirect Costs (or its designee) and an authorized representative of the Recipient. See [Article 25 “Indirect \(F&A\) Cost Rate”](#) for additional information.

“Line of Credit Control System (LOCCS)” is HUD’s primary Grant and subsidy disbursement system that handles disbursement and cash management for most HUD Grant programs. Organizations and individuals have access to these Grants through an internet version of LOCCS called eLOCCS, where Grantees (Business Partners) with appropriate authorization can access, manage, and drawdown against their HUD Grant portfolios. See [Article 17 “Estimated Cost and Payment – Line of Credit Control System \(LOCCS\)”](#) for additional information.

“Modified Total Direct Cost (MTDC)” as defined in [2 CFR §200.1](#), is all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and ***up to the first \$25,000 of each Subaward*** (regardless of the period of performance of the Subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each Subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

“Monitoring” is a process whereby the programmatic and business management performance aspects of a Grant are reviewed after award by collecting and assessing information from reports, audits, desk reviews, site visits, and other sources.

“Must” or “Shall” is a requirement of the Terms and Conditions in association with the HUD-1044 form for the Grant/Cooperative Agreement.

“NOFO/NOTICE” is the Notice of Funding Opportunity that announced the availability of funding for this award.

“Non-Federal Entity (NFE)” as defined in [2 CFR §200.1](#), is a state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.

“PD&R” is HUD’s Office of Policy Development and Research.

“Pass-Through Entity (PTE)” as defined in [2 CFR §200.1](#), is a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

“Period of Performance (POP)” as defined in [2 CFR §200.1](#), is the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per [§ 200.211\(b\)\(5\)](#) does not commit the awarding agency to fund the award beyond the currently approved budget period.

“Publication” includes:

- (a) Any document containing information for public consumption; or
- (b) The act of, or any act which may result in, disclosing information to the public.

“Quality Control Lapse” is any failure by the Grantee to produce accurate, reliable, timely, and clear results because of a deficiency in oversight, coordination, or communication within the research team.

“Research and Development (R&D)” as defined in [2 CFR §200.1](#), is all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. “Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

“Research and Evaluation” is structured efforts to establish or confirm facts, develop, support scientific theories, or otherwise build useful knowledge to establish or implement and improve the efficiency and effectiveness of programs administered by HUD and state and local partners. “Research and Evaluation” projects examine current HUD programs and their operating environments to determine their effectiveness and to provide critical information for improving them. Program evaluation is critical to ensuring that HUD programs have desired impacts and deploy scarce resources cost-effectively. The “Research and Evaluation” completed under HUDRD will continue to strengthen HUD's capabilities for

evaluating and improving program effectiveness and efficiency. "Research and Evaluation" also encompasses evaluations of current programs to provide policy guidance and/or improve public accountability.

“Research Team” is all persons, named or unnamed, who have received or will receive compensation in whole, or in part, under the “Direct Cost” category in the budget.

“Should” is the best practices or recommended approach of the Terms and Conditions in association with the HUD-1044 form for the Grant/Cooperative Agreement.

“Subaward” as defined in [2 CFR §200.1](#), is an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“Subject Matter Expert” is an independent group of recognized technical and analytic experts in the field of evaluation in the applicable area. The group should include other experts in the domains of interest for the applicable study, as recommended by the Grantee and approved by HUD.

“Subrecipient” or **“Subgrantee”** as defined in [2 CFR §200.1](#), is an entity, usually, but not limited to, non-Federal entities that receives a Subaward from a pass-through entity to carry out part of a Federal award but does not include an individual that is a beneficiary of such award. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

“Third-Party In-Kind Contributions” is the value of non-cash contributions (i.e., property or services) that:

- (a) Benefit a Federally-assisted project or program; and
- (b) Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Third-Party In-Kind Contributions may be a source of match funds. See [Article 6 “Amount of Cost Share”](#) for additional information.

C. Changes to Reporting – Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 ([Public Law 109-282](#)) requires disclosure of all entities and organizations receiving Federal funds through a single publicly accessible website, [USASpending.gov](#), which includes information on each Federal financial assistance award and contract over \$30,000, including information such as:

- The name of the entity receiving the award;
- The amount of the award;
- Information on the award including transaction type, funding agency, etc.;
- The location of the entity receiving the award;
- A Unique Entity Identifier(s) of the entity(s) receiving the award; and
- Names and compensation of highly compensated officers (if applicable).

For the purposes of reporting into the FFATA Subaward Reporting System (FSRS) reporting site, the Unique Entity Identifier (UEI) is the identifier assigned by the System for Award Management (SAM) to uniquely identify business entities, as required by HUD regulation [24 CFR 5.1004 \(System of Award Management\)](#). It is a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the Federal government. See [System for Award Management \(SAM\) and Unique Identifier Requirements](#) for additional information.

- (a) **Grantee Reporting:** Recipients are required to report Subawards on the Federal Subaward Reporting System (FSRS) website www.fsrs.gov.

Prime financial assistance Awardees receiving funds directly from HUD are required to report Subawards and executive compensation information both for the award and Subawards, where both the initial award is \$30,000 or greater or the cumulative award will be \$30,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and Subaward information is in accordance with the requirements of the FFATA, as amended by [Section 6202 of Public Law 110-252](#), OMB guidance issued to the Federal agencies on September 14, 2010 ([75 FR 55669](#)), and in OMB policy guidance. The prime Awardee will have until the end of the month plus one additional month after a Subaward is obligated to fulfill the reporting requirement.

- (b) **The FFATA Reporting Exemptions:** The FFATA exempts any Subawards less than \$30,000 made to individuals and any Subawards less than \$30,000 made to an entity whose annual expenditures are less than \$300,000. Subawards with a cumulative total of \$30,000 or greater are subject to Subaward reporting beginning the date the Subaward total award amount reaches \$30,000. Any other exemptions to the requirements must be approved by OMB. **If you have any problems or issues regarding FFATA, please notify the Grants Management and Oversight Division of HUD by calling 202-708-0667. The phone number may also be reached by individuals who are deaf or hard of hearing, or who have speech disabilities, through the Federal Relay Service's teletype service at 800-877-8339.**
- (c) **Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417):** [Section 872](#) requires the establishment of a government-wide data system, the Federal Awardee Performance and Integrity Information System (FAPIIS), which contains information related to the integrity and performance of entities awarded Federal financial assistance and making use of the information by Federal officials in making awards.

For additional information, Grantees may use the following websites below:

- **FFATA Information System:**
<https://www.fsrs.gov/>
- **FFATA Subaward Reporting System:**
<https://www.fsrs.gov/>
- **Federal Subaward Reporting System (Contractor User Guide 1.0):**
https://www.fsrs.gov/documents/fsrs_contractor_user_guide_1.0.pdf
- **[Grants.gov](#) (Reporting and Oversight Process):**
<http://www.grants.gov/web/grants/learn-grants/grant-reporting.html/>

D. System for Award Management (SAM) and Universal Identifier Requirements

- (a) **Unique Entity Identifier:** As of April 4, 2022, HUD financial systems transitioned away from using the DUNS Number and now use the new Unique Entity ID (UEI) as a means of entity identification for Federal awards. **If your entities are actively registered in [SAM.gov](https://sam.gov), GSA has already assigned a new Unique Entity ID.** The new Unique Entity ID is viewable in the sam.gov entity registration record. Go to fsd.gov and select the green “Entity Validation Help” button to learn more.
- (b) Unless you are exempted from this requirement under [2 CFR 25.110 \(Exceptions to this Part\)](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-A/part-25/subpart-1/section-25.110), you as the Recipient must maintain current information in SAM. This includes information on your immediate and highest-level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years (if applicable), until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.
- (c) If you are authorized to make Subawards under this Federal award, you must notify potential Subrecipients that no entity may receive a Subaward from you until the entity has provided its Unique Entity Identifier. A Subaward may not be made to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

E. English Language

The English language will be used in the Terms and Conditions as defined in [2 CFR §200.111 \(English Language\)](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-A/part-200/subpart-1/section-200.111) as stated below:

- (a) All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.
- (b) Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any Terms and Conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

F. Conflict of Interest

Conflict of Interest (COI) as defined by [2 CFR §200.112](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-A/part-200/subpart-1/section-200.112), requires that the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

- (a) **Other Conflicts of Interest:** All Recipients and Subrecipients must comply with the conflict-of-interest requirements in the applicable program regulations and these Terms and Conditions. If there are no program-specific regulations for the award, the following conflict-of-interest requirements apply:

- (1) **Conflicts Subject to Procurement Regulations:** In the procurement of property or services by Recipients and Subrecipients, the conflict-of-interest rules in [2 CFR 200.317 \(Procurements by States\)](#) and [2 CFR 200.318\(c\) \(General Procurement Standards\)](#) shall apply. In all cases not governed by [2 CFR 200.317 \(Procurements by States\)](#) and [2 CFR 200.318\(c\) \(General Procurement Standards\)](#), Recipients and Subrecipients must follow the requirements contained in the list of exceptions located in the [Administrative, National & Departmental Policy Requirements and Terms for HUDs Financial Assistance](#).
- (2) **General Prohibition:** No person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient or Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

A list of exceptions can be found in the [Administrative, National & Departmental Policy Requirements and Terms for HUDs Financial Assistance](#).

G. Certification Regarding Lobbying

In accordance with [Section 1352, Title 31, U.S. Code](#), applicants (except Federally recognized Indian Tribes), must submit a signed HUD-424B form, which includes an assurance/certification regarding lobbying. This requirement is different and separate from the requirement to report lobbying activities using the SF-LLL form.

H. Additional Information Related to HUD's Funding Opportunities

- (a) [Eligibility Requirements for Applicants of HUD's Grants Programs - 2023](#)
- (b) [Administrative, National & Departmental Policy Requirements and Terms for HUDs Financial Assistance - 2023](#)
- (c) [Build America, Buy America Act \(BABA\)](#)
 - This site provides a comprehensive collection of proposed, currently effective, and expired waivers (as they become available) of the Build American, Buy America Act (BABA) domestic content procurement preference as applied to HUD's Federal Financial Assistance programs.
- (d) Environmental Requirements:
 - [E.O. 12898 Federal Actions to Address Environmental Justice](#)
 - [E.O. 14008 Tackling the Climate Crisis](#)
- (e) [Code of Conducts Page](#)

PROGRAM REQUIREMENTS (Articles)

1. Administrative Costs

The Research and Evaluation, Demonstration, Data Analysis, and Utilization NOFO/NOTICE Grants/Cooperative Agreements: Administrative costs must be clearly identified in the budget. Administrative costs shall be segregated in a separate cost center within the Awardee's accounting system. Administrative costs are limited depending on the total award amount. Administrative costs associated with the management of the award are capped at 15 percent for the first \$1 million of an award and 10 percent for award amounts greater than \$1 million.

Administrative costs mean reasonable direct and associated indirect costs of overall research award management and evaluation, including:

- (a) Salaries, Wages, Benefits, and Related Costs** for developing and negotiating the budget, developing systems and schedules for ensuring compliance with the award, preparing management/progress reports required under the award, attending HUD-required meetings or training, submitting billing information, and management or supervision of persons carrying out the research activities;
- (b) Travel Costs** related to administration of the award;
- (c) Administrative Services** performed under third-party contracts or agreements, such as general legal services, accounting services, and audit services; and
- (d) Other Costs for Goods and Services** required for the administration of the award, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance of office space. Rental and maintenance of office space is allowed only under the following conditions:
 - (1) The lease must be for existing facilities not requiring rehabilitation or construction except for minimal alterations to make the facilities accessible for a person with disabilities;
 - (2) No repairs or renovations of the property may be undertaken with funds provided under this NOFO/NOTICE; or
 - (3) Properties in the Coastal Barrier Resources System designated under the [Coastal Barrier Resources Act \(16 U.S.C. 3501\)](#) cannot be leased or rented with Federal funds.

2. Administrative Requirements

For all Grantees, awards will be governed by [2 CFR Part 200 \(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#) and these Grant/Cooperative Agreement provisions and articles. See [Article 32, "Notification of OMB Uniform Guidance Change: Cost Principles, Audit, and Administrative Requirements for Federal Awards"](#) for additional information.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are authorized under this Grant/Cooperative Agreement. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the Grant/Cooperative Agreement amount and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup

activities of this Grant/Cooperative Agreement and as agreed to by the Grant Officer. Per [2 CFR §200.305 \(Federal Payment\)](#), to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless any of the following apply:

- (a) The non-Federal entity receives less than \$250,000 in Federal awards per year;
- (b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
- (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or if
- (d) A foreign government or banking system prohibits or precludes interest bearing accounts.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

4. Cost Reimbursement

This is a cost reimbursement award. Except as described in [Article 4 "Advance Payment by Treasury Check or Electronic Funds Transfer,"](#) the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the total obligated amount shown in Block 14 on the HUD-1044 form. In the event the Grantee incurs costs more than the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR/Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by [2 CFR 200 Subpart E – Cost Principles](#).

5. Amendments

The Grant Officer may issue administrative changes unilaterally. Administrative changes include such matters as changes in appropriation data, format requirements of Grantee progress or financial reports, and requirements with respect to photocopying, mailing, scanning or otherwise submitting progress reports. Additionally, this Grant may be modified unilaterally by the Grant Officer at any time by amendment pursuant to written request from the Grantee (i.e., budget revisions, no-cost extensions, and minor modifications to the scope of work, etc.).

6. Cost Sharing/Matching Requirement

The estimated cost for the performance of this Grant is the "Total HUD Amount" in Block 14 on the HUD-1044 form. The Grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this Grant. HUD shall not reimburse the Grantee more than the "Total HUD Amount" on the HUD-1044 form. HUD reserves the right to withhold ten percent (10%) of the Federal award amount pending the receipt and approval of a final report (with supporting documentation) prepared in accordance with the GTRs instructions.

The proposed match contribution to supplement HUD funds is the “Recipient Amount” specified on the HUD-1044 form. The Grantee agrees to bear without reimbursement by HUD the “Recipient Amount” of the total costs. The Grantee is not obligated to contribute more than the “Recipient Amount.” However, the Grantee shall be solely responsible for any costs more than the estimated cost of the “Total HUD Amount.” The Grantee shall submit to the GTR, as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation for eligible match activities to substantiate the match (recipient match) reflected on the SF-425 as part of the progress report.

For verification of the eligible match source(s) and verification of match for eligible program activities, the Grantee shall submit a letter on letterhead signed by the authorized official. The letter shall include the following:

- (1) Name of match source;
- (2) Amount of match;
- (3) Type of match (Cash or In-Kind);
- (4) Description and purpose of eligible program activities performed as a result of receipt of the match; and
- (5) Documentation to substantiate the match from the matching organization/entity.

The match from the matching organization may include:

- (1) Cash Contributions, verified by:
 - General ledger entries;
 - Expenditure reports;
 - Invoices;
 - Signed contracts/agreement;
 - Timesheets; or
 - Activity Report, etc.
- (2) In-Kind (Including third party contributions), verified by:
 - Identification of donated equipment, supplies, volunteer’s services, etc.;
 - Fair Market Determination;
 - Invoices; or
 - Timesheets and/or Activity Reports

The Grantee must satisfy all statutory matching requirements in the NOFO/NOTICE. If the Grantee's actual matching contribution is less than “Recipient Amount” on the HUD-1044 form, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's match, or to reduce the Government's share proportionally, or to require the Grantee to reimburse the Government from non-Federal funds the amount of eligible match not met. The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the Grant. If the Grantee has a request to reduce match, the Grantee shall provide a revised SF-425 form, a revised HUD-424CBW/SF-424A form, and a revised budget narrative. In addition, justification is required. All forms must include the Grant number.

7. Budget

The Grantee shall incur eligible costs in conformance with the final negotiated budget, presented with the proposal for this Grant/Cooperative Agreement. The Grantee shall not commingle any funds computed

under this Grant/Cooperative Agreement with any other existing or future operating accounts held by the Grantee.

The Grantee shall submit to the GTR on a quarterly basis an SF-425 form that details match or in-kind contributions (unless otherwise specified). See [Article 39 “Project Management System”](#) for additional instructions. PD&R must receive a signed original document. A final narrative report (along with a final SF- 425 form) is due no later than one hundred and twenty (120) calendar days after the period of performance end date. See [Article 6 “Amount of Cost Share”](#) regarding the holdback of 10% of the Federal amount pending the receipt and approval of the final narrative report. The final narrative report should detail the progress made in achieving the purpose of the Grant/Cooperative Agreement and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal, leverage and in-kind statutory percent match amounts). Failure to submit a final narrative report (along with a final SF-425 form) within one hundred and twenty (120) calendar days of the end of the Grant/Cooperative Agreement period of performance may result in the Grant/Cooperative Agreement being administratively closed and all outstanding funds being recaptured by HUD or the Treasury.

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee’s application are incorporated into this award document. They include, but are not limited to:

- (a) Application for Federal Assistance (SF-424 form);
- (b) Applicant and Recipient Assurances and Certifications (HUD-424B form); and
- (c) Applicant/Recipient Disclosure Update Report (HUD-2880 form);

9. Prior Approval Requirements (Changes to Award Agreement)

In accordance with [2 CFR Part 200 \(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#), Grantees and Subrecipients must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated to include the following:

- (a) Purchase of equipment over \$5,000;
- (b) Any revision of the scope or objectives of the project (e.g., major methodology changes, or changes in deliverables, etc.);
- (c) Request to extend the period of performance/availability of funds, regardless of whether there is an associated budget revision requiring prior approval;
- (d) Budget revisions that are ten percent (10%) or more of the cumulative transfers among direct cost categories, or (if applicable), among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent (10%) of the current total approved budget;
- (e) Changes in the approved cost-sharing or matching provided by the Grantee;
- (f) Changes in key personnel as specified in an application or a Grant award. In research projects, a change in the project director or principal investigator requires prior approval;
- (g) Contracting out, Subgranting (if authorized by law), or otherwise obtaining a third party (e.g., vendors) to perform activities that are central to the purposes of the award; or
- (h) The transferring of a Grant/Cooperative Agreement to another entity/organization within the structure of the City, County, State, Native American Tribal (Federally recognized Indian Tribal Governments), College/University, Profit or Nonprofit Institutions. This requires notifying the GTR of the involvement in the transferring process. In addition, the Grantee

must receive a written approval (via a HUD-1044 amendment) prior to the transfer from the Grant Officer. Failure to receive a written approval may result in sanctions, suspension, or termination of the Grant/Cooperative Agreement. See [Article 44 “Sanctions”](#) and [Article 48 “Suspension and Termination \(For Cause\)”](#) for additional information.

10. Closeout

The Grantee shall provide the closeout documentation to the GTR within one hundred and twenty (120) calendar days after the end of the performance period, consisting of the following elements:

- (1) **Final Narrative Report:** Final breakdown and justification of budget categories including direct costs, administrative costs, match/cost share and indirect cost rate (if applicable);
- (2) **Final Federal Financial Report Form (SF-425 form):** Provided by the GTR; and
- (3) **Final Invoice:** For incurred expenses.

HUD reserves the right to withhold ten percent (10%) of the Federal award amount pending the receipt and approval of a final report (with supporting documentation) prepared in accordance with the GTRs instructions.

HUD will notify the Grantee in writing when the Grant/Cooperative Agreement is closed. The Grantee has three areas of continuing responsibility after closeout of award:

- (1) Records and materials must be kept in a safe place and be accessible to HUD, auditors, and other government officials for a period of at least 3 years from the end of the award’s period of performance. This requirement also extends to all Subgrants/Subawards and Subcontracts the Grantee has executed;
- (2) Accountability for property continues if the Grantee holds the property, or for the period established by the award document. Disposal of property must be in accordance with [2 CFR §200.310-§200.316 \(Property Standards\)](#). See [Article 38 “Program Income,”](#) regarding use of those funds; and
- (3) Notification to the GTR and Grant Officer if at any time during the three-year period after the period of performance, the Grantee organization is discontinued or changes location. The GTR and Grant Officer shall be notified immediately of the new address or the address of the party retaining all records.

11. Conduct of Work/Mandatory Disclosure Requirement

During the effective period of this Grant, the GTR shall be responsible for monitoring the technical effort of the Grantee. The Grantee **must** allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote monitoring within a reasonable timeframe (As set by the GTR or Grant Officer) may result in “High Risk” designation, suspension, or termination of Grant. See [Article 48 “Suspension and Termination \(For Cause\)”](#) for additional information.

The Grantee or Subgrantee shall not engage in any unethical activities during the Grant/Cooperative Agreement performance period. If HUD makes a determination that the Grantee or Subgrantee has engaged in unethical activities, the Grantee or Subgrantee will be subject to “High Risk” designation or suspension until such time as the activities have ceased and assurance acceptable to HUD is given that no

further activities will occur; in addition, HUD may take enforcement action under [2 CFR §200.339 \(Remedies for Noncompliance\)](#).

- (a) **Mandatory Disclosures Requirement:** Mandatory disclosures must be in accordance with [2 CFR §200.113 \(Mandatory Disclosures\)](#). The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in [Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in [2 CFR §200.339 \(Remedies for Noncompliance\)](#), including suspension or debarment. See [2 CFR Part 180 \(OMB Guidelines to Agencies on Governmentwide Debarment and Suspension \(Non-Procurement\)\)](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#) for additional information.

12. Collection of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the [Paperwork Reduction Act \(44 U.S.C. 3501-3520\)](#). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, the approval time may considerably lengthen the time required for completion of the proposed project. The Grantee shall give careful consideration requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions, in accordance with [5 CFR 1320.3 \(Definitions – Controlling Paperwork Burdens on the Public\)](#):

- (a) The Grantee is conducting the collection of information at the specific request of HUD; or if
- (b) The terms and conditions of the Grant require specific approval by HUD of the collection of information or collection procedures. (Note: if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection).

The Grantee shall cooperate fully with any research or evaluation sponsored by HUD, or another government agency associated with this Grant/Cooperative Agreement program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators or HUD. This also may include the compiling of certain relevant local demographic, dwelling units, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at <http://www.hhs.gov/ocr/privacy/>.

13. Contact Information Updates

The Grantee must inform the GTR/Grant Officer of any changes in contact information, including the organization’s name, address, telephone, e-mail, and key personnel or authorized official change within thirty (30) calendar days of its occurrence.

14. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes:

- (a) The copyright in any work developed under this award, Subaward, or contract awarded under this Grant/Cooperative Agreement; and
- (b) Any rights of copyright to which a Grantee or Subgrantee or a contractor purchases ownership with award funds.

In accordance with [2 CFR 200.315 \(Intangible Property\)](#), The Grantee or Subgrantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Federal Award. **(Note: HUD does not retain ownership of any work developed under this Federal Award).**

[Section 508 of the Rehabilitation Act of 1973](#) requires all Federal electronic and information technology to be accessible by people with disabilities. All products of work that will be posted on HUD's website must meet HUD's web publication standards and procedures at <http://www.hud.gov/library/bookshelf11/>.

15. Direct Costs

Direct Costs, as defined in [2 CFR 200.413](#) and in these Terms and Conditions, are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. See [2 CFR §200.405 \(Allocable Costs\)](#) for additional information.

- (a) **Application to Federal Awards:** Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, and the cost of materials and other items of expenses incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as indirect costs may also be considered direct costs. Examples include: Extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities, program evaluation costs, or other institutional service operations.
- (b) **The salaries of administrative and clerical staff should normally be treated as indirect costs:** Directly charging these costs may be appropriate only if all of the following conditions are met:
 - (1) Administrative or clerical services are integral to a project or activity;
 - (2) Individuals involved can be specifically identified with the project or activity;
 - (3) Such costs are explicitly included in the budget or have the prior written approval from the Federal awarding agency; and if
 - (4) The costs are not recovered as indirect costs.
- (c) **Minor Items:** Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all Federal and non-Federal cost objectives.
- (d) **The costs of certain activities are not allowable as charges to Federal awards:** However, even though these costs are unallowable for purposes of computing charges to Federal awards, they

must be treated as direct costs for purposes of determining indirect cost rates and be allocated their equitable share of the non-Federal entity's indirect costs if they represent activities which:

- (1) Include the salaries of personnel;
- (2) Occupy space; and
- (3) Benefit from the non-Federal entity's indirect costs.

16. Disputes

During the performance of the Grant/Cooperative Agreement, disputes may arise between the Grantee and the GTR, or between the Grantee and the Grant Officer. If a dispute with the GTR arises, the Grantee may solicit the assistance of the Grant Officer in resolving the dispute, and/or may appeal the determination by the GTR to the Grant Officer.

If a dispute with the Grant Officer arises, or if the Grantee has appealed a determination by the GTR to the Grant Officer, the Grant Officer shall prepare a final decision, considering all facts and documentation presented. The decision shall be emailed to the Grantee. The Grantee may appeal the decision within thirty (30) calendar days to the Deputy Assistant Secretary (or acting), Office of Policy Development and Research (or his or her designated representative).

17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this Grant/Cooperative Agreement in an amount not-to-exceed “Total HUD Amount” in Block 14 of the HUD-1044 form.

Incurred costs shall be reimbursed through eLOCCS under the HUD's Line of Credit Control System (LOCCS). eLOCCS is accessed through the HUD internet portal called Secure Systems and sometimes referred to as the online systems. To use eLOCCS, the Grantee must:

- (1) Register in Secure Systems to access the eLOCCS “application;” and
- (2) Submit a HUD-27054E eLOCCS Access Authorization form, which will specify the business partner(s) and HUD programs you are authorized to access within eLOCCS.

Before receiving funds from HUD, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. If the Grantee, during the performance of this Grant/Cooperative Agreement, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least thirty (30) calendar days prior to the date such change is to become effective.

The Grantee shall submit to the GTR the original documents (voucher) related to reimbursements requested for work performed. The voucher shall be supported by a detailed breakdown of the cost(s) claimed and documentation of cost. Grantees are to use the PD&R Financial Reporting Form that will be provided by the GTR.

All Grantees must submit a notarized HUD-27054 form for new Grants/Cooperative Agreements. To ensure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS System. Payment requires the authorized Grantee to use the eLOCCS System and provide the Security ID number and requested information. The Grantee is required to

maintain expense related documentation for a period of no less than 3 years from the end of the Grant period of performance. Detailed instructions for establishing and using the eLOCCS System are covered below in the following links:

(a) eLOCCS Access Guidelines for Grantees:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/locs_guidelines

(b) eLOCCS Getting Started Guide:

<http://portal.hud.gov/hudportal/documents/huddoc?id=eloccsguide.pdf>

(c) eLOCCS Registration Guide:

http://portal.hud.gov/hudportal/documents/huddoc?id=eloccs_registration_guide.pdf

Funds advanced to the Grantee shall be maintained in an interest-bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. All remittances shall be accomplished via the following:

The check should be made out to:

U.S. Department of Housing and Urban Development with the Grant/Cooperative Agreement number on the check stub.

Express Mail to:

Department of Housing and Urban Development

451 7th Street SW

Room 8230

Washington, DC 20410-3000

Attn: Budget Officer

In accordance with [2 CFR §200.305\(b\)\(9\) \(Federal Payment\)](#), The Grantee may retain up to \$500.00 of interest earned per Grantee's fiscal year for administrative expenses.

State universities and hospitals shall comply with the [Cash Management Improvement Act \(31 CFR 205\)](#), as it pertains to interest.

18. Equipment

Equipment in excess of \$5,000 is allowable (with appropriate prior approval), in accordance with these Terms and Conditions and the applicable NOFO/NOTICE for the Grant/Cooperative Agreement program, to be acquired for the performance of the Grant/Cooperative Agreement.

In accordance with [2 CFR §200.313 \(Equipment\)](#), equipment purchased with Federal funds for use in PD&R Grant/Cooperative Agreement programs will remain the property of the Grantee (if applicable).

19. Flow Down Provisions

If the Grantee Subawards funds under this Grant/Cooperative Agreement with an entity to perform work under this award, the Grantee shall include in the Subaward agreement these Terms and Conditions and any other provisions as may be necessary to ensure that the Subgrantees or Subrecipients comply with the requirements of this Grant/Cooperative Agreement.

In accordance with [2 CFR §200.329 \(Monitoring and Reporting Program Performance\)](#), Grantees are responsible for oversight of the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Grantee must cover each program, function, or activity. See [2 CFR §200.332 \(Requirements for Pass-Through Entities\)](#) for additional information.

20. Grant Deliverables

The Grantee shall complete and submit a detailed Management and Work Plan (MWP), benchmarks, budget, and the Grantee's policy and procedures within thirty (30) calendar days after the effective date of the Grant/Cooperative Agreement. These are subject to review and approval by HUD for incorporation as part of the Grant/Cooperative Agreement. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes to the work plan or budget (if applicable). The plan shall be developed according to the instructions and benchmark standards that will be provided by the GTR for the Grant/Cooperative Agreement program (if applicable).

The MWP details the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark milestones have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. See [Article 39 "Project Management System"](#) for additional information. A revised budget, in accordance with the final negotiation, shall be submitted (if applicable).

The final deliverable of the Grant shall be a report (or reports) of publication quality that thoroughly describes the research conducted, the methodology, and the findings. This final report (or reports) must satisfy the research objectives established by the NOFO/NOTICE, the Grantee's proposal, and all intermediate deliverables.

The final report must be submitted to HUD within one hundred and twenty (120) calendar days after the end of the Grant/Cooperative Agreement period of performance, or on another date established in the MWP and approved by HUD. HUD will provide comments to the Grantee within thirty (30) calendar days of receipt. The Grantee shall make the required revisions and submit the revised final report to the GTR within thirty (30) calendar days of receipt of the comments from HUD.

Final acceptance shall be accomplished by submitting one (1) electronic copy of the paper specifying the research finding in its final version, as well as a final report that summarizes the entire work and achievements conducted under this Grant/Cooperative Agreement.

21. Grantee Lead Certification Program Requirement (If Applicable)

In accordance with [24 CFR Part 35, Subpart R \(Methods and Standards for Lead-Paint Hazard Evaluation and Hazard Reduction Activities\)](#), The Grantee and Subgrantee agrees that any funds under this Grant/Cooperative Agreement used for lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities:

- (a) Possessing (if applicable) certification valid for the State or Tribal area in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, and that laboratories used for analysis of samples for lead in paint, soil or dust shall

be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under EPA's National Lead Laboratory Accreditation Program.

22. HUD's Right to Audit and Disallow Cost and Recover Funds

The Government reserves the right to recover and recapture any funds that were not expended in accordance with the Terms and Conditions of this award based upon HUD review, the final audit, a monitoring site visit, or any other special audits or reviews undertaken. Furthermore, HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency for audit has already conducted one.

Access to Records of Grantees and Subgrantees:

- (a) HUD, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right to access any books, documents, papers, or other records of Grantees and Subgrantees that are pertinent to the Grant/Cooperative Agreement, to conduct audits, monitoring visits, and examinations.

Later Disallowances and Adjustments – The closeout of the Grant/Cooperative Agreement does not affect:

- (1) HUD's right to disallow costs and recover funds based on a later audit or other review ([2 CFR §200.345 \(Post-Closeout Adjustments and Continuing Responsibilities\)](#));
- (2) The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment ([2 CFR §200.345 \(Post-Closeout Adjustments and Continuing Responsibilities\)](#));
- (3) Record Retention and Access Requirements in 2 CFR [§200.334 \(Retention Requirements for Records\)](#) – [§200.337 \(Access to Records\)](#);
- (4) Property Management and Disposition Requirements in [2 CFR §200.310 \(Insurance Coverage\)](#) – [§200.316 \(Property Trust Relationship\)](#);
- (5) Audit Requirements in [2 CFR Part 200, Subpart F – Audit Requirements](#); or
- (6) The ability of HUD to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

23. HUD's Substantial Involvement (If Applicable)

If this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this Cooperative Agreement. The substantial involvement will be focused through the GTR. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- (a) Review and possibly suggest amendments to the study design, including:
 - (1) Study Objectives;
 - (2) Field Sampling Plan;
 - (3) Sample Handling and Preparation;
 - (4) Sample and Data Analysis; or
 - (5) Quality Assurance.

- (b) Review and provide scientific and technical recommendations in response to quarterly progress reports (unless otherwise specified) (e.g., amendments to study design based on preliminary results); and
- (c) Review and provide scientific and technical recommendations on interim and the final study report, including final interpretation of study results.

24. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning on the period of performance start date indicated on the HUD-1044 form. Any costs incurred before the effective date are not allowable unless specifically authorized in writing by the Grant Officer, with concurrence of the GTR.

25. Indirect (F&A) Cost Rate

If the Grantee has received a current Federally negotiated indirect cost rate from its cognizant agency, reimbursement will be made based on the current Federally negotiated indirect cost rate.

Any Grantee that has never received a negotiated indirect cost rate, except for those non-Federal entities described in [2 CFR Appendix VII to Part 200 \(States and Local Government and Indian Tribe Indirect Cost Proposals\), paragraph D.1.b](#), may elect to charge a de minimis rate of 10% of [Modified Total Direct Costs \(MTDC\)](#), which may be used indefinitely. As described in [2 CFR §200.403 \(Factors Affecting Allowability of Costs\)](#), costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology, once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

The Grantee shall, in Category 10 (Indirect Costs) on the HUD-424 CBW form/Category 6j (Indirect Charges) on the SF-424A form, enter the Federally negotiated indirect cost rate/charges or the de minimis rate of 10%. Then, the Grantee must apply the appropriate indirect cost rate/charges and base (MTDC) to calculate the total estimated indirect cost/charge for the Grant/Cooperative Agreement. Therefore, the following shall appear in Category 10 on the HUD-424 CBW form/Category 6j on the SF-424A form: **Rate x Base (MTDC) = Estimated Cost.**

26. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR.

27. Key Personnel

Personnel specified as “Key Personnel” in the original Grant application, Factor 1 (Capacity of the Applicant and Relevant Organizational Experience), are considered essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the Grant/Cooperative Agreement by any of the key personnel, the Grantee shall notify the Grant Officer and GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality. At a minimum, HUD requires a current resume detailing the individual’s experience as it relates to the position being sought.

All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the Grant Officer.

28. Liability Insurance

Costs of insurance required or approved and maintained, under the Federal award, are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See [2 CFR §200.447 \(Insurance and Indemnification\)](#) for additional information.

Medical liability (malpractice) insurance, as defined by [2 CFR §200.447\(b\)\(6\) \(Insurance and Indemnification\)](#), is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on how the insurer allocates the risk to the population covered by the insurance.

29. Professional Service Costs (Consultant Payments)

The allowability of payment to professional and consultant services is defined in [2 CFR §200.459 \(Professional Service Costs\)](#):

- (a) Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs [\(b\)](#) and [\(c\)](#) when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under [§200.435 \(Defense and Prosecution of Criminal and Civil Proceedings, Claims, Appeals and Patent Infringements\)](#);
- (b) In determining the allowability of costs in a particular case, no single factor or any special combination of factors is necessarily determinative. However, the following factors are relevant:
 - (1) The nature and scope of the service rendered in relation to the service required;
 - (2) The necessity of contracting for the service, considering the non-Federal entity's capability in the particular area;
 - (3) The past pattern of such costs, particularly in the years prior to Federal awards;
 - (4) The impact of Federal awards on the non-Federal entity's business (i.e., what new problems have arisen);
 - (5) Whether the proportion of Federal work to the non-Federal entity's total business is such as to influence the non-Federal entity in favor of incurring the cost, particularly where the services rendered are not of a continuing nature and have little relationship to work under Federal awards;
 - (6) Whether the service can be performed more economically by direct employment rather than contracting;
 - (7) The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-Federally funded activities; and the
 - (8) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).
- (c) In addition to the factors in paragraph [\(b\)](#) of this section, to be allowable, retainer fees must be supported by evidence of bona fide services available or rendered.

30. Limitation on Payments to Influence Certain Federal Transactions

[31 U.S.C. Section 1352](#) provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, Grant, loan, or Cooperative Agreement to pay 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 any of the following covered Federal actions: 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.

31. Lobbying Activities Prohibition

The Grantee is subject to the provisions of [Section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1992, 31 U.S.C. 1352, 24 CFR Part 87 \(New Restrictions on Lobbying\)](#), and the provisions of the [Lobbying Disclosure Act of 1995](#).

32. Notification of OMB Uniform Guidance Change: Cost Principles, Audit, and Administrative Requirements for Federal Awards”

The Office of Management and Budget (OMB) has published final guidance, [2 CFR Part 200 \(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#). The OMB-issued uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars:

- (1) [A-21 \(Cost Principles for Educational Institutions\)](#);
- (2) [A-87 \(Cost Principles for State, Local and Indian Tribal Governments\)](#);
- (3) [A-89 \(Federal Domestic Assistance Program Information\)](#);
- (4) [A-102 \(Grants and Cooperative Agreements with State and Local Governments\)](#);
- (5) [A-110 \(Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations\)](#);
- (6) [A-122 \(Cost Principles for Non-Profit Organizations\)](#);
- (7) [A-133 \(Audits of States, Local Governments, and Non-Profit Organizations\)](#); and
- (8) [A-50 \(Audit Follow-up\) on Single Audit Act follow-up](#).

This guidance is applicable to non-Federal entities (as of December 26, 2014), with one exception for HUD Grants – non-Federal entities previously subject to [24 CFR Part 84 \(Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations\)](#) will have a one-year grace period to comply with the revised procurement standards in [2 CFR §200.318 \(General Procurement Standards\)](#) – [§200.326 \(Bonding Requirements\)](#).

The “uniform crosswalk” (available at the below link) highlights major policy changes from the eight OMB Circulars referenced above and [2 CFR Part 200 \(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#):

- [Federal Register: Federal Awarding Agency Regulatory Implementation of Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

33. Order of Precedence

In the event of any inconsistency among any provisions of this Grant/Cooperative Agreement, the following order of precedence shall apply:

- (1) Constitution of the United States;
- (2) Federal Statutes;
- (3) Federal Regulations, including [2 CFR Part 200 \(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#);
- (4) Executive Orders
- (5) The NOFO/NOTICE, including the General and Program Sections;
- (6) Grant Agreement (HUD-1044 form), including the Terms and Conditions;
- (7) Special Conditions; and then the
- (8) Grantee's Approved Management and Work Plan.

34. Patent Rights

Patent rights are as specified in [37 CFR Part 401 \(Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements\)](#). Inquiries regarding this Patent Rights clause should be directed (in writing via email/mail) to the GTR identified on the HUD-1044 form. If sending an inquiry by mail, please use the below information:

Government Technical Representative
U.S. Department of Housing and Urban Development
Office of Policy Development and Research
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 8226
Washington, DC 20410-3000

35. Period of Performance Extensions and Incurring Costs/Obligating Federal Funds

The Grantee shall provide all services stipulated in this award agreement for the period of months specified on the HUD-1044 form. The period of performance starts on the "Project Start Date" and ends on the "Project End Date." Grantees are to comply with the requirements of [2 CFR 200 Subpart E – Cost Principles](#) in charging costs to the Grant/Cooperative Agreement. All obligations incurred under the award must be liquidated no later than one hundred and twenty (120) calendar days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within one hundred and twenty (120) calendar days after the end of the period of performance.

The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance end date stipulated in the award. The only costs which are authorized for a period of up to one hundred and twenty (120) calendar days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

A no cost extension of the award period may be authorized only by the Grant Officer in writing. Neither verbal assurances, nor written assurances of funding from other than the Grant Officer, shall constitute authority to obligate funds for programmatic activities beyond the expiration date.

Neither HUD nor PD&R has any obligation to provide any additional prospective funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of HUD and PD&R.

36. Pre-Award Costs

Prior to the effective date of the Grant/Cooperative Agreement, a Grantee may, at its own risk, incur pre-award costs with prior written approval of the Grant Officer with the concurrence of the GTR. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

37. Profit

No increment above cost shall be paid to the Grantee or any Subgrantee/Subrecipient under this award. Profit is unallowable.

38. Program Income

Any program income derived as a result of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award in accordance with [2 CFR Part 200](#) (if applicable), including [2 CFR §200.305 \(Federal Payment\)](#) and [§200.307 \(Program Income\)](#). The program income must be used for the purposes and under the conditions of this award. If not contained in the [Management and Work Plan](#) or under [Special Conditions](#) itemized in these provisions and articles (prior to using program income to further the objectives of the Grant/Cooperative Agreement program), the parties shall mutually agree (by written amendment) on the use of program income.

39. Project Management

(a) Opening/Kickoff Meeting with HUD:

The GTR will schedule the date and time for the opening/kickoff meeting. The Grantee's Principal Investigator/Project Manager and applicable project staff, as appropriate, shall meet with the GTR and other HUD staff in Washington, DC, or by video/conference call, to discuss the requirements of the Grant/Cooperative Agreement and establish a common understanding about the objectives of the Grant/Cooperative Agreement. Among the topics for this meeting will be:

- (1) HUD's goals and expectation for the work;
- (2) A review of key tasks/subtasks necessary to successfully complete the work required under this Grant/Cooperative Agreement;
- (3) A review of the project schedule, including the schedule of deliverables;
- (4) A discussion of any challenges that might be faced during the completion of task/subtask;
- (5) A discussion of the data collection and data analysis strategy/plan, expert panel/reviewers, privacy impact assessment and system of records notice, as appropriate; and the

- (6) Administrative details of the Grant, including progress reports, and ongoing communications including the Management and Work Plan, Quality Control Plan, and Progress Reports.

(b) Management and Work Plan:

The Grantee shall develop a detailed Management and Work Plan (MWP) based on the effective date of the award, Grantee's proposal, and the common understanding established in the negotiation meeting with HUD. This MWP must be submitted to the GTR within thirty (30) calendar days from the effective date of the award.

The MWP shall provide a project description, a detailed allocation of Grant/Cooperative Agreement resources, and a schedule for accomplishing the substantive work of the Grant/Cooperative Agreement. The MWP shall also identify and allocate total personnel hours and the key personnel needed for each work task for each month of the Grant/Cooperative Agreement performance period. The MWP shall set start dates, completion dates, and other major milestones for each task and subtask. Where there are interdependencies among the tasks, the MWP shall indicate how each task will provide the necessary input to the others. The MWP shall also include a comprehensive narrative of the overall expected flow of the work and how each task will be accomplished and shall relate this description to the allocation of staff and other resources. The MWP shall identify the most likely points in the schedule at which a Quality Control Lapse (if not prevented) would affect deliverables to HUD.

The GTR will inform the Grantee in writing when the MWP is approved, or whether changes are needed. HUD's comments and revisions (if any) will be provided to the Grantee within fourteen (14) calendar days of receipt of the MWP. If revisions are requested, the Grantee shall modify the MWP based on the GTR's comments and resubmit a revised MWP for GTR approval within fourteen (14) calendar days after receipt of comments from the GTR.

Upon approval by HUD, the MWP will constitute part of this Grant/Cooperative Agreement. Deviations from the approved MWP are subject to [2 CFR §200.308 \(Revision of Budget and Program Plans\)](#), except if the automatic waiver under [2 CFR §200.308\(e\)\(4\)](#) does not apply to this Grant/Cooperative Agreement. Any change to the MWP will be considered a change in project scope [under 2 CFR §200.308\(c\)\(1\)](#). If changes are requested, the Grantee must submit to the GTR all reports and requests that are required under [2 CFR §200.308 \(Revision of Budget and Program Plans\)](#). The Grant Officer is responsible for approving all prior approval requests required under [2 CFR §200.308 \(Revision of Budget and Program Plans\)](#).

The Grantee assumes the risk for all MWP deviations the Grantee makes without the Grant Officer's prior written approval, including the risk of charging costs that may later be disallowed. The Grantee is therefore encouraged to seek prior written approval for all MWP deviations, regardless of whether prior written approval is required.

If the Grantee plans to utilize information collection activities and documents that require OMB and Privacy Act clearance, the MWP shall separately identify the activities (and associated costs and time) to be performed during the period when OMB approval is sought for data collection instruments.

(c) Quality Control Plan:

The Quality Control Plan (QCP) addresses all potential points of a Quality Control Lapse identified in the MWP.

A draft Quality Control Plan shall be delivered no more than fourteen (14) calendar days after the GTR approves the MWP. Comments will be provided by the GTR within fourteen (14) calendar days. The final QCP shall be submitted for approval of the GTR within fourteen (14) calendar days after comments are submitted from the GTR. After acceptance of the QCP by the GTR, any proposed change to the QCP must be accepted by the GTR in writing.

(d) Progress Reports:

Unless otherwise specified, quarterly progress reports shall be submitted to the GTR on the 15th of the first month of each quarter for the entire period of performance. If the 15th falls on a weekend or Government holiday, then the report should be submitted the first working day after the 15th. Alternative schedules or deadlines for progress reports shall be approved in writing by the GTR.

The report format shall be approved by the GTR. At a minimum, it should include a narrative summary of accomplishments, discussions of any deviations from the initial schedule of progress, and how those deviations impact the project and what the Grantee recommends for handling the deviation.

Quarterly progress reports shall be accompanied by the SF-425 (Federal Financial Report) and documentation of costs incurred.

(e) Federal Financial Report:

The Grantee shall submit the Federal Financial Report (FFR) (Standard Form 425) for each project or program, on a basis no less frequent than annually nor more frequent than quarterly (except in unusual circumstances), per [2 CFR §200.329 \(Monitoring and Reporting Program Performance\)](#). A final FFR shall be required at the completion of the award agreement and shall use the end date of the project or Grant period as the reporting end date.

In accordance with [2 CFR §200.329 \(Monitoring and Reporting Program Performance\)](#), HUD requires Recipients to submit the FFR no later than ninety (90) calendar days after the end of each specified reporting period for annual reports, and no later than thirty (30) calendar days after the end of each specified reporting period for semiannual and quarterly reports. The final financial report shall be submitted no later than one hundred and twenty (120) calendar days after the project or Grant/Cooperative Agreement period end date. A Subrecipient must submit to the pass-through entity no later than ninety (90) calendar days after the period of performance end date, all final reports as required by these Terms and Conditions. See [2 CFR §200.344 \(Closeout\)](#) for additional information. Extensions of reporting due dates may be approved by HUD upon a justified request being submitted by the recipient.

(f) Progress Payments:

Progress payments may be submitted at any time. Grantees shall submit the following documentation, including, but not limited to:

- (1) PD&R Financial Reporting Form (attached);
- (2) Supporting documentation for all costs on the PD&R Financial Reporting Form; and
- (3) Any other documentation requested by the GTR.

(g) Research Design and Data Collection Analysis Plan:

If requested by the GTR, the Grantee shall submit a Research Design and Data Collection Analysis Plan (RDDCAP) in accordance with a timeline approved by the GTR.

The RDDCAP may include: An overall data collection strategy, research questions, statistical models for data analysis, defining control and study cohorts, and data storage and security. The RDDCAP will either expand upon or refine the research questions and topics outlined in the Grantee's proposal and may include additional questions and topics that may be defined by the GTR or Grantee during the performed work.

The GTR will review the RDDCAP and provide comments to the Grantee within fourteen (14) calendar days of receipt. The Grantee shall make the required revisions and submit the final revised RDDCAP to the GTR within fourteen (14) calendar days of receipt of the comments from the GTR.

(h) Paperwork Reduction Act and Privacy Matters:

If approval from the Office of Management and Budget (OMB) is required for the research described in the RDDCAP under the [Paperwork Reduction Act \(PRA\)](#), the Grantee shall also provide all materials required for OMB approval.

The Grantee must prepare all clearance material required for submission to OMB. The PRA requires OMB's review and approval for all survey efforts administered to more than ten (10) participants. OMB approval must be secured prior to the administration of any surveys. **OMB clearance may take up to six (6) months to complete.**

The Grantee will be responsible for preparing the required clearance packages that justify the use of survey or data collection instruments and the specific data elements that will be used in this Grant/Cooperative Agreement. If comments are received from OMB after submission, the Grantee must submit revisions to the supporting statement or survey instruments that address these comments. This process must be repeated until final OMB approval is obtained. The term of the Grant/Cooperative Agreement should accommodate the additional time required to obtain OMB clearance before implementation of the survey instrument.

In addition to the RDDCAP, the Grantee shall submit (if the research design described in the RDDCAP requires it), a Privacy Impact Assessment (PIA) and a System of Records Notice (SORN) in accordance with a timeline approved by the GTR.

(i) Subject Matter Experts:

The Grantee shall assemble an independent group of recognized technical and analytic experts in the field of evaluation in this area (if applicable). This group should include other experts in the domains of interest for this study, as recommended by the Grantee and approved by HUD. The Grantee shall confer with the GTR, and persons recommended by the GTR, to provide the GTR with a list of proposed technical and analytic experts and a brief description of their qualifications in accordance with the timeline outlined in the MWP. The GTR will provide comments on the list of proposed technical and analytic experts within fifteen (15) calendar days of receipt of the proposed list. The Grantee shall revise the list of proposed technical and analytic experts within fifteen (15) calendar days of receiving comments from the GTR.

The Grantee shall ask the group of experts to convene at HUD to review draft deliverables at an agreed upon time by the Grantee and the GTR during the Grant performance period and provide a written report of the experts' comments to the GTR. If directed by the GTR (either in writing or via email), the meetings may be held via conference calls, or at other locations. If directed by the GTR (either in writing or via email), comments from the expert reviewers should be considered in the development of the deliverables.

(j) Annual Reports:

- **Race and Ethnic Data Reporting Form (HUD-27061 form):** The Race and Ethnic Data Reporting Form must be submitted annually by January 10 (if applicable);
- **Audit Report:** In accordance with [2 CFR Part 200, Subpart F – Audit Requirements](#), a Single or Program-Specific Audit Report (if applicable).

(k) Final Narrative Report:

The Final Narrative Report shall be submitted to the GTR within one hundred and twenty (120) calendar days after the end of the period of performance. The Final Narrative Report shall document the entire period of performance of the Grant/Cooperative Agreement and follow the same format as the progress reports, including a final Federal Financial Report (SF-425).

The Final Narrative Report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy but should be of a quality and detail to provide a freestanding description to any outside reader of all the applicant's work and achievements under the Grant/Cooperative Agreement. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on the HUD-1044 form. See [Article 10 "Closeout"](#) for additional information.

40. Protection of Human Subjects (If Applicable)

The Grantee must comply with the requirements of the Federal common rule [45 CFR Part 46 \(Protection of Human Subjects\)](#) for protecting human research subjects when applicable. Compliance may require the Grantee to seek review and approval of research plans by an Institutional Review Board (IRB). For research requiring an IRB review, the MWP shall identify the IRB that the Grantee will use and factor in the necessary cost and time involved in that review. The Grantee must provide appropriate assurances and certifications of compliance before human subjects' research begins.

41. Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include the Grantee and the Grantee's Subrecipients.

Interim and final reports (including any required scientific manuscripts) may not be published by the recipient or any Subrecipients participating in the work for a period of sixty (60) calendar days after acceptance of the deliverables by the GTR, to allow sufficient time for review and comment, without written approval by the Grant Officer with the concurrence of the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Recipient or other participants in the work, shall contain the following acknowledgment and disclaimer:

- “The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.”

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any Subrecipient or other persons or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event later than coincidental with release.

As a means of sharing knowledge, HUD encourages recipients to arrange for publication of reports and findings in scientific or technical journals. HUD will hold publishing the final report for up to six months, or as negotiated with the GTR, to allow for publication in the journal of the recipients choosing. However, HUD is the owner of the report and the associated data.

42. Release of Funds and Environmental Certification (If Applicable)

Proposed projects involving repair or rehabilitation above the maintenance level require an environmental review by HUD. That environmental review includes consultation with the State Historic Preservation Officer and compliance with other Federal environmental requirements listed at [24 CFR §50.4 \(Related Federal Laws and Authorities\)](#). Project implementation may be delayed 30 to 60 days, pending completion of the environmental review, and approval by HUD. Proposed projects that meet the definition of maintenance will not require an environmental review or approval by HUD, and the Grantee may proceed with implementation.

Award of a Grant/Cooperative Agreement does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization or related hazard remediation work must comply with [24 CFR Part 58 \(Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities\)](#), or if specified in the NOFO/NOTICE for the award, [24 CFR Part 50 \(Protection and Enhancement of Environmental Quality\)](#). Except when [Part 50](#) is specified, recipients that are States, units of general Local Government, or Native American Tribes must carry out environmental review responsibilities as responsible entities, defined under [Part 58](#). Should the responsible entity object to performing the

environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review, or may perform the environmental review itself under the provision of [24 CFR Part 50 \(Protection and Enhancement of Environmental Quality\)](#). When HUD performs the review itself, following Grant/Cooperative Agreement award execution, HUD will be responsible for ensuring that any necessary environmental reviews are completed (if applicable). The results of the environmental review may require that proposed activities be modified, or proposed sites rejected.

HUD will not make additional payments from the amount awarded to a Grantee for lead hazard and healthy homes evaluation or control until the Grantee's contractors and workers are qualified for the activities, in accordance with [24 CFR Part 35 \(Lead-Based Paint Poisoning Prevention in Certain Residential Structures\)](#).

Any additional funds requested by the Grantee shall be requested in accordance with [Article 17 “Estimated Cost and Payment – Line of Credit Control System \(LOCCS\)”](#).

Originals	Copies:
Program Environmental Clearance Officer (Designated by the GTR on the HUD-1044)	(Address on the HUD-1044 form) Attn: GTR on the HUD Form HUD-1044

43. Review of Deliverables

Deliverables include, but are not limited to:

- (a) All interim and final reports;
- (b) Survey instruments required by the Management and Work Plan (if applicable);
- (c) Other physical materials and products produced directly under the Management and Work Plan of this Grant/Cooperative Agreement, including a final data set, code, and data dictionary (if applicable); and any
- (d) Match, in-kind, and leverage commitments (if applicable).

The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the deliverables (see above) of this Grant/Cooperative Agreement. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Unless otherwise specified elsewhere in these Terms and Conditions or in the Management and Work Plan, acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) calendar days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections (if any) provided by the GTR, and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this Grant/Cooperative Agreement. The GTR's review, correction, and acceptance of deliverables shall be limited to:

- (1) Identification/correction of omissions or errors of fact, methodology, or analysis;
- (2) Comments on technical aspects such as methods;
- (3) Deletion of irrelevant materials; and
- (4) Improvements in style readability.

44. Sanctions

Failure to comply with the Federal statutes and regulations, including [2 CFR Part 200 \(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#), or the requirements established in the award and these provisions and articles, including failure to submit reports **on time and in accordance with the requirements contained in these provisions**, may result in the GTR/Grant Officer taking action to limit access to program funds. Actions by the GTR/Grant Officer may include, but are not limited to:

- (a) Requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds;
- (b) Suspending the ability to incur costs or draw funds; and/or
- (c) Suspending or terminating the Grant/Cooperative Agreement for non-performance as defined in [Article 48 “Suspension and Termination \(For Cause\).”](#)

45. Scope of Work

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein), and otherwise do all things necessary for or incidental to the performance of the work set forth in the Grantee’s original/revised application under the NOFO/NOTICE, as well as the subsequent Statement of Work, Management and Work Plan, and Benchmark Schedule.

46. Single Audit Reporting Requirements

In accordance with [2 CFR Part 200, Subpart F – Audit Requirements](#), a Single or Program-Specific Audit Report must be conducted each fiscal year for non-Federal entities that exceeds \$750,000 in Federal Grant/Cooperative Agreement awards, and shall be submitted to the Federal Clearing House System as a requirement under the [Single Audit Act of 1984 \(Amended in 1996\)](#). Grants or Cooperative Agreements Grantees may be placed under “High Risk” designation, suspended, or terminated for failing to submit the Single Audit Report. See Article 48 [“Suspension and Termination \(For Cause\)”](#) for additional information.

The website for the Single Audit Report submission is:

- [https://harvester.census.gov/facides/\(S\(r4yr4wbw3rcmsh33bgmlt1q3\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(r4yr4wbw3rcmsh33bgmlt1q3))/account/login.aspx)

47. Special Conditions

Special Conditions to this award are listed on the HUD-1044 form (Continuation Sheet).

48. Suspension and Termination (For Cause or Convenience)

The Grant Officer may (on reasonable notice to the Grantee and/or Subgrantee), temporarily suspend the award and withhold further payments pending corrective action by the Grantee and/or Subgrantee. The award may be terminated in whole or in part before the end of the performance period **For Cause** when the Grantee and/or Subgrantee has failed to comply with the Terms and Conditions, standards, or provisions of this award. The award may be terminated **For Convenience** when both parties agree that the continuation of the award would not produce beneficial results. Action will be taken in accordance with [2 CFR §200.339 \(Remedies for Non-Compliance\)](#) – [§200.343 \(Effects of Suspension and Termination\)](#).

(a) Effects of Suspension and Termination:

Costs resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination, or subsequently other Grantee or Subgrantee costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowable if:

- (1) The costs result from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of suspension and termination, and, in the case of a termination, are non-cancellable; and
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(b) Relationship to Debarment and Suspension:

The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Subgrantee from being subject to “Debarment and Suspension” under [Executive Orders 12549](#) and [12689](#), [2 CFR Part 180 \(OMB Guidelines to Agencies on Governmentwide Debarment and Suspension \(Non-Procurement\)\)](#), and [2 CFR §200.339 \(Remedies for Non-Compliance\)](#).

49. Eliminating Barriers to Participation in HUD Programs

In accordance with HUD Secretary Marcia L. Fudge’s April 12, 2022, memorandum “Eliminating Barriers that May Unnecessarily Prevent Individuals with Criminal Histories from Participating in HUD Programs,” exclusions based on criminal history or activity for Grant programs must comply with this section consistent with applicable Federal statutes or regulations. Any reliance on an otherwise eligible participant’s arrest record, criminal history, or criminal activity must be based on accurate records and reliable evidence, avoiding exclusions based on arrests only. Before excluding an individual because of an arrest record, criminal history, or criminal activity, you should offer that individual the opportunity to provide evidence of mitigating circumstances, such as the type of crime, the severity of the offense, the length of time since the offense, and evidence of rehabilitation, or that the arrest record is inaccurate.

ATTACHMENT 1: LIST OF ACTIONS DUE

Action	Due Date
Management and Work Plan (MWP)	Thirty (30) calendar days after the effective date of the Grant/Cooperative Agreement (as stated in Block 5 on the HUD -1044 form. The GTR will provide comments within fourteen (14) calendar days of receipt.
See “Management and Work Plan” for additional information	
	Final revised MWP is due fourteen (14) calendar days after the GTR provides comments. The GTR must approve the MWP in writing.
Quality Control Plan (QCP)	Draft QCP is due fourteen (14) calendar days after the approval of the MWP. The GTR will provide comments within fourteen (14) calendar days.
See “Quality Control Plan” for additional information	Final QCP is due fourteen (14) calendar days after the GTR provides comments. The GTR must approve the final QCP in writing.
Research Design and Data Collection and Analysis Plan (RDDCAP), Privacy Impact Assessment (PIA), and System of Records Notice (SORN)	If required, the GTR will determine the due date for these respective documents. The GTR must approve your final RDDCAP in writing.
See “Research Design/Data Collection, Paperwork Reduction Act/Privacy Matter” for additional information	
Quarterly Progress Reports	Quarterly Progress Reports are due on the 15 th of the first month of each quarter in the period of performance. If applicable, they must include a separate attached document illustrating status of the required matching amount.
See “Progress Reports” for additional information	
FFATA Subaward Reporting System	By the end of the month following the month in which the Grantee awards a Subaward greater than or equal to \$30,000.
See “Changes to Reporting – Federal Funding and Accountability Transparency Act of 2006” for additional information	
Race and Ethnic Data Reporting (If Applicable)	Annually on January 10 for the duration of the period of performance.
See “Annual Reports” for additional information	
Annual Audit	Annually based on the Grantees fiscal year.
See “Annual Reports” for additional information	

Deliverables, including Interim Reports,	In accordance with the approved Management and Work Plan.
Release Reports, Annual Snapshots, and	
Policy Papers	
See “Review of Deliverables” for additional information	In accordance with the approved Management and Work Plan.
Annual Reporting	
See “Annual Reports” for additional information	
Final Narrative Report	Within one hundred and twenty (120) calendar days of the end of the period of performance.
See “Final Narrative Report” for additional information	

ATTACHMENT 2: BENCHMARK SCHEDULE

Grant Number:	ACTIVITY	Grantee Organization:												Period of Performance:	HUD Notes/Comments on Progress
		Q1 Oct - Dec	Q2 Jan - Mar	Q3 Apr - Jun	Q4 Jul - Sep	Q5 Oct - Dec	Q6 Jan - Mar	Q7 Apr - Jun	Q8 Jul - Sep	Q9 Oct - Dec	Q10 Jan - Mar	Q11 Apr - Jun	Q12 Jul - Sep		
I. Applicant Capacity and Start-up (0-120 days)															
A.	Opening Meeting/conference call														
B.	Management and Work Plan Submitted and Accepted (if applicable)														
C.	Staff hired														
D.	Internal Policies and Procedures Established (if applicable)														
E.	Process for Invoicing HUD through LOCCS Established w/ Grantee's Finance Staff														
F.	Subcontracts and Sub-grants in-place														
G.	Request for Release of funds and Certification (if applicable)														
H.	IRB Approval Received (if applicable)														
	1a. Work Plan Milestone														
	b. Actual Completion														
	H. Necessary Supplies and Materials Procured														
	1a. Work Plan Milestone (% Complete) b.														
	Actual Completion														
II. TBD															
A.															
	1. Work Plan														
	Milestone % Planned														
	2. Actual # Completed (cumulative)														
	Actual % Completed														
HUD Minimum Performance Standard															
	1. Work Plan														
	Milestone % Planned														
	2. Actual # Completed (cumulative)														
	Actual % Completed														
HUD Minimum Performance Standard															
	1. Work Plan														
	Milestone % Planned														
	2. Actual # Completed (cumulative)														
	Actual % Completed														
A. TBD															
Activity:															
	1. Work Plan														
	Milestone % Planned														
	2. Actual # Completed (cumulative)														
	Actual % Completed														
Target in Work Plan															
	1. Work Plan Milestone % Planned														
	2. Actual # Completed (cumulative)														
	3. Actual % Completed														
C. Publications and Other Materials Developed and/or Distributed															
Activity:															
	1. Work Plan Milestone % Planned														
	2. Actual # Completed (cumulative)														
	3. Actual % Completed														
IV. Data Collection and Analysis															
A. Data Collection Instruments Developed															
	1a. Work Plan Milestone														
	b. Actual Completion														
B. Data Collected															
	1a. Work Plan Milestone 1:														
	b. Actual Completion 2a:														
	Work Plan Milestone 2: b:														
	Actual Completion 3a: Work														
	Plan Milestone 3: b. Actual Completion														
C. Mid-Project Quality Assurance Report															
	1a. Work Plan Milestone														
	b. Actual Completion														
D. Data Analysis Completed															
	1a. Work Plan Milestone														
	1: b. Actual Completion														
	2a. Work Plan Milestone														
	2: b. Actual Completion														
A. Cumulative LOCCS Draw Downs															
Cumulative LOCCS Draw Down Grant Award Amount HUD Minimum Performance Standard															
	1. Work Plan Milestone % Planned														
	2. Actual # LOCCS Draw Down (cumulative)														
	3. Actual Cumulative LOCCS Draw Down %														
	4. Administrative Advanced Payment Drawdown (if applicable)														
VI. Closeout															
A. Draft Final Report and/or Technical Publication/Manuscript of Findings Submitted															
B. Final Report and/or Technical Publication/Manuscript of Findings Submitted															
No benchmark standard															

ATTACHMENT 3: PD&R FINANCIAL REPORTING FORM

PD&R FINANCIAL REPORTING FORM

HUD - Office of Policy Development and Research

Grant Agreement Number:												
Grant Organization:												
Report Period:		Year 20_____										
BUDGET CATEGORIES*	NEGOTIATED BUDGET (HUD)	APPROVED LOCCS DRAWDOWNS THIS PERIOD*	CUMULATIVE LOCCS DRAWDOWNS TO DATE*	AVAILABLE BALANCE	NEGOTIATED BUDGET (MATCH)	APPROVED LOCCS DRAWDOWNS THIS PERIOD*	CUMULATIVE LOCCS DRAWDOWNS TO DATE*	AVAILABLE BALANCE	NEGOTIATED BUDGET (OTHER)	APPROVED LOCCS DRAWDOWNS THIS PERIOD*	CUMULATIVE LOCCS DRAWDOWNS TO DATE*	AVAILABLE BALANCE
Personnel (Direct Labor)												
Fringe Benefits												
PTO												
Travel												
Supplies and Materials												
Consultants												
Contracts / Sub-Grantees												
a.												
b.												
c.												
Subtotal Item 7												
10. TOTALS*												

* Administrative costs included in totals expended are not to exceed the percentages given in the Terms and Conditions.

FINANCIAL REPORTING FORM

pg. 2