

**National Guard Bureau**

**COOPERATIVE AGREEMENT TERMS AND CONDITIONS**

AGREEMENT NO.	PAGE 1 OF 24 PAGES
ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: THE STATE or TERRITOR....

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**EXECUTION**

By executing this Master Cooperative Agreement, the parties agree to the terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties by their authorized representatives, execute this Master Cooperative Agreement.

THE STATE OF  BY: _____  The Adjutant General  Date: _____	NATIONAL GUARD BUREAU  BY: _____  Colonel, NGB USPFO for  Date: _____
Approved as to legal form:  _____ Attorney for the State  Date: _____	Approved as to legal form:  _____ [Deputy] Staff Judge Advocate  Date: _____

## ARTICLE I – SCOPE, PURPOSE AND AUTHORITY

### Section 101. General.

a. The National Guard Bureau (NGB) and the State (Grantee) have entered this Master Cooperative Agreement (MCA) to establish the terms and conditions applicable to the contribution of NGB funds and In-Kind Assistance for the operation and training of the State Army and Air National Guard.

b. This MCA and associated appendices include all terms and conditions related to NGB's contribution of Cooperative Agreement funds for the operation and training of the Army and Air National Guard within the State/Territory or Commonwealth. Funds, equipment, supplies, or training acquired, issued, supplied, assigned or provided by NGB for the operation and training of the State Army and Air National Guard under applicable statutes and directives, are not covered by this MCA.

c. Attachment A contains the provisions required by OMB, published in 2 CFR part 200. They apply to and are incorporated in this MCA, each appendix hereto and to such other NGB assistance awards/agreements within which reference to the MCA is made.

d. The MCA is not itself funded and is not a grant or assistance award. It provides the terms and conditions applicable to the appendices hereto – each of which is an assistance award - and to those separate awards/agreements which refer to the MCA.

### Section 102. Scope.

The scope of this MCA includes all activities enumerated in the Appendices and in non-appendix awards/agreements made or administered by NGB within which reference to the MCA is made.

### Section 103. Performance Specifications.

Specifications, for the performance of activities within the scope of this MCA, are contained in the Appendices and separate agreements.

### Section 104. Authority.

a. Title 32 U.S.C. §§ 106 and 107 authorize the NGB to contribute funds for the support of the operation and training of the State Army and Air National Guard.

b. This MCA is a Cooperative Agreement within the meaning of 31 U.S.C. §§ 6301-6308.

## ARTICLE II – OBLIGATIONS OF THE PARTIES

### Section 201. Obligations of the Grantee.

- a. The Grantee shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this MCA according to sound, efficient, commercial practice and according to the terms, condition, and specifications of this MCA and its Appendices.
- b. The Grantee will obligate sufficient funds to pay its share of the costs for awards made under this MCA and, where NGB provides services in kind, the costs of which are to be shared under the terms of each award, and to reimburse NGB in the manner provided under this MCA.
- c. The Grantee's obligations are contingent upon NGB funding the MCA Appendices in each fiscal year.

### Section 202. Obligations of NGB.

- a. NGB shall reimburse the Grantee for the allowable costs incurred in performance of this MCA and appendices according to the terms and conditions for reimbursement.
- b. Whenever the terms of this MCA or an appendix provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by NGB in a timely fashion.
- c. The obligations of NGB are subject to the availability of federal funds for the MCA Appendices and the Grantee's funding contribution for its share of the costs of this MCA.

### Section 203. Obligations of Both Parties-Close out.

NGB and the Grantee both share in the responsibilities for accurate and timely closeouts of all appendices under this MCA. Fiscal year end closeouts and/or projected completion/termination closeout of appendices shall be in accordance with current NGB-AQ policy, ~~the former~~ NGR 5-1 Chapter 11 or successor CNGB I & M, and 2 CFR §200.343

### Section 204. Optional Format for Unchanged Appendices and Separate Agreements

Grantee's acceptance of the subsequent award of a numbered appendix or separate agreement the terms and conditions of which, but for funding and dates, are unchanged from the prior award, may be recorded on the short form template posted on GKO conformed to that appendix or separate agreement.

## ARTICLE III – COSTS

### Section 301. General.

a. NGB shall reimburse the Grantee for all activities and costs that are allowable, allocable and reasonable in the performance of this MCA.

### Section 302. Estimated Cost.

- a. The total estimated costs under this MCA are specified in each Appendix.
- b. The Grantee share in the costs under this MCA are provided for in each associated appendix.

### Section 303. Cost Sharing.

Wherever an item of cost for the performance under this MCA is identified to be funded in-part by Grantee contributions and in-part by NGB contributions, NGB shall be obligated to reimburse the Grantee only for its percentage share of the total allowable costs that would otherwise be allowable under this MCA.

### Section 304. Allowability of costs.

a. Except as otherwise stated in this Article, elsewhere in this MCA or in the specific appendix, the allowability of costs incurred by the Grantee in performance of MCA appendices shall be determined according to the terms and conditions of **2 CFR Part 200, as amended**, and current NGB-AQ policy, NGR 5-1 Chapter 5 or successor CNGB I & M, effective at the time the cost is incurred.

b. **The provisions of 2 CFR §200.400 are applicable to costs for awards to states and local governments made against this MCA, including but not limited to §200.416 (Special Considerations for States, Local Governments and Indian Tribes) and §§200.420 et seq. (General Provisions for Selected Items of Cost).**

c. The allowability of costs has no effect on the maximum funding level of this cooperative agreement. NGB has no liability to reimburse any cost over and above the maximum amount of funding obligated in each appendix to this cooperative agreement, even if such cost would otherwise be allowable.

(1) Subject to the availability of funds and meeting the requirements of sub paragraph (1)-(3) below, upward adjustments using expired funds may be allowable under limited circumstances. These adjustments and the proper use of the correct expired funds must be made in accordance with the DoDFMR and in consultation with the USPFO Comptroller.

(2) The USPFO/GO may reimburse the Grantee for certain costs; that meet the test of reasonable, allocable, and allowable; and both parties agree were necessary to carry out the scope of work for the appendix, but were not identified until after the fiscal year for that appendix expired.

(3) If that upward adjustment requires an increase to the Cooperative Agreement AFP and/or allotment, the grantee will, through the CA PM to the USPFO, submit a well-documented request demonstrating the following:

- (a) That the upward adjustment is for work that was within the scope of the Appendix to be charged,
- (b) That the reason for the upward adjustment was not reasonably foreseeable during the original fiscal year of the appendix sought to be charged,

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(c) That the reason for the upward adjustment was outside the control of, and not the fault of, the Grantee (or any contractor or agent of the Grantee).

### **Section 304-A Authorized charges**

a. Personnel.

(1) Payments for salaries, to include approved overtime and allowable benefits in accordance with state personnel policy for the payment of salary and benefits of like state government positions within the same geographic area. If a state has a pay raise, pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the state, then state employees under this Appendix will have corresponding limitations. When there is no like state government position available, salaries and benefits will be equivalent to a comparable grade and series Federal Civil Service position in the geographic area. Raises for federally-reimbursed state employees and state-contracted personnel will not exceed those of comparable state employees.

(2) Benefit costs include state- or employer-paid Social Security contributions, premiums for workers compensation, medical and unemployment insurance, and the state retirement system.

(3) Costs for merit and incentive awards based on performance, providing the awards are part of a program available and consistent with those offered to similar state government positions.

(4) Overtime required by Fair Labor Standards Act (FLSA), based on the work schedule authorized by the state. When operational requirements or personnel circumstances dictate additional staffing in support of the mission, overtime may be authorized as specified in the appendix to satisfy minimum staffing requirements.

Overtime may be approved on an exception basis (filling for sick or annual leave, emergency, or training, etc.).

b. Costs for travel expenses and per diem, at a rate consistent with state travel regulations, for performing activities authorized under that appendix or separate agreement away from their home office.

c. Costs of training for qualification in accordance with established work center requirements, and as authorized in each appendix.

d. Costs for facilities, equipment and supplies required or reasonably necessary to perform the activities specified or described in each appendix or separate agreement.

e. Any other charges or activities not otherwise authorized require prior approval by the OPR-PM or as specified in that appendix.

### **Section 305. Advance Agreements on the Allowability of Costs.**

a. No cost incurred by the Grantee that is contrary to any valid restriction, limitation, or instruction contained in any Budget and/or Financial Plan under this MCA shall be allowable.

b. The costs of compensation for personnel services, including fringe benefits, but not limited to, the costs of premiums or self-insurance for workmen's compensation, unemployment compensation, and State sponsored life/health insurance, plus the cost of the state's contribution to retirement benefits, shall be allowable as specified in current NGB-AQ policy, NGR 5-1 Chapter 5 or successor CNGB I & M, **and 2 CFR §200.431.**

### **Section 306. Unauthorized Activities/Charges and Costs.**

Unallowable, unauthorized activities and costs/charges. In addition to the unauthorized activities and charges that may be identified in each specific Appendix, **unallowable costs identified in General Provisions for Selected Items of Cost, as specified in 2 CFR §200.420 through 2 CFR §200.475, shall be unauthorized for reimbursement.**

a. **Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)**

[Agreement number]

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - iv. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - v. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - vi. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- b. COVERED FOREIGN COUNTRY means the People's Republic of China.

## ARTICLE IV – FUNDING LIMITATIONS

### Section 401. Funding Limitations

a. The Annual Funding Program (AFP) limitation amount for NGB for any fiscal year is specified in the appendices. Increases/decreases to the AFP in a particular FY will be by a bilateral modification. The AFP amount of an appendix for each FY will be reflected in the award/appendix for that particular fiscal year.

b. If, at any time within the fiscal year, the Grantee determines that NGB's share of allowable costs, as specified in the appendices, has reached the amount reflected in the appendix or determines that the total amount of NGB's share of allowable costs exceeds 90% of the amount reflected in the appendix, the Grantee will notify the USPFO in writing. The notice shall state the total estimated amount of NGB's share of allowable costs and the amount of the Grantee's share of allowable costs necessary to complete a fiscal year.

c. The addition of program income to the funds obligated in an appendix will not require an increase in the federal funding limitation.

d. Within its discretion, NGB may unilaterally increase the maximum funding limitation at any time.

e. The Grantee shall have no obligation to incur costs which exceed NGB's share of the maximum funding limitation.

### Section 402. Method of Funding.

a. MCA Appendices will be either incrementally or fully funded annually, subject to the availability of funds.

b. The annual funding of MCA Appendices will be in accordance with current NGB-AQ policy, NGR 5-1 Chapter 3 or successor CNGB I & M and as specified in the Budget Requirements/Financial Plan Requirements sections of each Appendix.

### Section 403. Budgets/Financial Plans.

a. Budgets/Financial Plans Requirements are specified in each Appendix.

### Section 404. Limitation on the Availability of Funds For State Obligation.

Funds provided by NGB for awards made under this MCA for any Fiscal Year are available for obligation (as the term "obligation" is defined in **2 CFR 200 §200.71**, specified in current NGB-AQ policy, NGR 5-1 or successor CNGB I & M) by the State only in that Fiscal Year. Allowable costs must be incurred in the same fiscal year as the funding.

## ARTICLE V - PAYMENT

### Section 501. General.

There are only two payment methods authorized in the execution of this MCA, the reimbursement method and the advance method.

### Section 502. Payment by the Reimbursement Method.

Reimbursement method payments shall be according to procedures established by the Defense Finance and Accounting Service (DFAS), DoD Financial Management Regulation 7000.14R Volumes 11A and 11B, current NGB-AQ policy, NGR 5-1 Chapter 11 or successor CNGB I & M, and **2 CFR §200.305**.

### Section 503. Payment by Advance Method.

The advance payment method shall be according to procedures established in current NGB-AQ policy, NGR 5-1 Chapter 11 or successor CNGB I & M, and **2 CFR §200.305**.

### Section 504. Direct Federal Payment of State Obligations.

In no event, shall the USPFO make direct payment to a state contractor, state employee, contractor employee, or state vendor for any costs incurred by the state under this MCA.

### Section 505. Interest.

The amount of interest due the United States on funds advanced to the state or interest due the state shall be determined and paid in accordance with 31 U.S.C. § 6503 and the items of the Cash Management Improvement Act Agreement in effect between the State and U.S. Treasury and regulations as issued by the U.S. Department of Treasury and the Department of Defense, as amended. For interest on advance payments see 31 U.S.C. 6503, 32 CFR. § 33.21, and **2 CFR §200.305**.



## ARTICLE VI – DEFINITIONS

### **Section 601. Army National Guard and Air National Guard Cooperative Agreements.**

Army National Guard (ARNG) and Air National Guard (ANG) Cooperative Agreements mean any agreements entered into by the Department of Defense, National Guard Bureau, with the states, funded by Department of Defense appropriations for the Army National Guard and Air National Guard, for construction, minor construction, distance learning, maintenance, repair, or operation of facilities, operations of the Army National Guard and Air National Guard, and for other programs authorized and directed by Congress or the Department of Defense to be performed by the states and the National Guard Bureau.

### **Section 602. Air National Guard.**

The Air National Guard (ANG) means that part of the organized militia of the several States and Territories, Puerto Rico, and the District of Columbia, active and inactive, that--

- a. is an air force;
- b. is trained, and has its officers appointed, under the sixteenth clause of section 8, article 1 of the Constitution;
- c. is organized, armed, and equipped wholly or partly at federal expense; and
- d. is federally recognized (32 USC § 101).

### **Section 603. Army National Guard.**

The Army National Guard (ARNG) means that part of the organized militia of the several States and Territories, Puerto Rico, and the District of Columbia, active and inactive, that --

- a. is a land force;
- b. is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution.
- c. is organized, armed, and equipped wholly or partly at federal expense; and
- d. is federally recognized (32 U.S.C. § 101).

### **Section 604. Chief, National Guard Bureau.**

The Chief, National Guard Bureau means the head of the National Guard Bureau or his/her designee.

### **Section 605. Cooperative Agreement Program Manager.**

An individual appointed by the USPFO, in coordination with TAG/ANG Unit command, as the Federal CA Program Manager (CA PM) to act for the ARNG / ANG in all matters relating to an MCA Appendix.

### **Section 606. Equipment. (Non-military).**

For the purposes of this MCA and consistent with the definition at **2 CFR §200.33**, equipment is tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit, purchased for the performance of this MCA. Use and disposal of equipment shall comply with the requirements of current NGB-AQ policy, NGR 5-1 Chapter 8 or successor CNGB I & M, and **2 CFR 200 §200.313**.

**Section 607. Fiscal Year.**

Fiscal Year (FY) means the federal FY that runs from October 1 to September 30.

**Section 608. Government Furnished Property (GFP) or Government Furnished Equipment (GFE).**

Government furnished property/equipment is property in the possession of, or directly occupied by, the Government and subsequently made available to the grantee (e.g. facilities, materials, special tools, special test equipment, installation property, GSA vehicles and “agency peculiar” equipment).

**Section 609. Grantee.**

The State (**2 CFR §200.90**) or local government (**2 CFR §200.64**) responsible for the performance and administration of this award.

**Section 610. Grants Officer/Grantor.**

Grants Officer or Grantor shall mean an individual appointed by the NGB Head of Contracting Activity (HCA) authorized to provide approvals, receive reports, modify or change the terms of the MCA, provide funds under the MCA or take any other action for NGB under this MCA except for deciding appeals of a dispute under this MCA (as provided in Section 1203) and any other action delegated to a specific person by this MCA, an appendix or separate agreement. For purposes of this agreement, the Grants Officer is the USPFPO of the respective State/Territory.

**Section 611. Grants Officer Representative.**

Grants Officer Representative (GOR) means a representative of the Grants Officer acting within the limits of his or her authority as delegated, in writing, by the Grants Officer. If the Grants Officer designates a GOR, the Grantee will receive a copy of the written designation. It will specify the extent of the GOR's authority to act on behalf of the Grants Officer. The GOR is not authorized to make commitments or changes that will affect terms or conditions of the MCCA or an appendix.

**Section 612. In-Kind Assistance.**

In-Kind Assistance is the transfer of supplies or services by NGB to the state in lieu of funds, to satisfy in whole or in part, NGB's obligation of assistance support to the state. IKA will be the fair market value at the time of the contribution.

**Section 613. Military Equipment.**

Military Equipment is federal equipment, used by the Army and Air National Guard to carry out military missions (i.e. combat, or homeland defense/security), listed in the ARNG Modified Table of Organization Equipment (MTOE), Table of Distribution and Allowances (TDA) or AF Designed Operational Capability (DOC). Military equipment cannot be issued/transferred to the State for the purpose of MCA execution.

**Section 614. National Guard Bureau.**

The National Guard Bureau (NGB) is a joint activity of the Department of Defense pursuant to Section 10501, Title 10 United States Code (U.S.C.). The Chief, NGB, is under the authority, direction, and control of the Secretary of Defense. The Secretary normally exercises authority, direction, and control through the Secretaries of the Army and the Air Force for matters pertaining to their responsibilities in law or DoD policy. The Chief, NGB, is a principal advisor to the Secretary of Defense through the Chairman of the Joint Chiefs of Staff on matters involving non-federalized National Guard forces and through other DoD officials on matters as in DoD Directive 5105.77, 30 Oct 2015, or as determined by the Secretary of Defense.

**Section 615. Operating Materials and Supplies.**

Items purchased, provided, and consumed in normal operations in support of this MCA, its appendices or separate agreements which incorporate the MCA.

**Section 616. Operation and Maintenance Activities.**

Operation and Maintenance (O&M) Activities mean and include, but are not limited to actions by the state, through employment by the state, by contract or hire, of sufficient personnel, acquisition by contract of supplies or services, or other necessary actions, to perform the services, tasks, or activities within the scope of this MCA which are properly charged to an Operations and Maintenance appropriation.

**Section 617. State.**

Any of the several states of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a state exclusive of local governments, **and consistent with the definition at 2 CFR §200.90.**

**Section 618. Territory.**

Territory means any Territory. However, for purposes of laws relating to the militia, the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States. "Territory" includes Guam and the Virgin Islands (32 U.S.C. § 101).

**Section 619. The Adjutant General.**

a. The Adjutant General (TAG) is the head of the State, Commonwealth or Territory's Military Department, appointed by the Governor or otherwise determined in accordance with the State, Commonwealth or Territory's law or policy.

b. TAG receives funds, property, and accounts for all expenditures and property acquired through this MCA, and makes returns and reports concerning those expenditures and that property, as required by this MCA.

**Section 620. United States Property and Fiscal Officer. (Grantor)**

a. The United States Property and Fiscal Officer (USPFO) is the qualified commissioned officer of the Army National Guard or the Air National Guard, as the case may be, designated by the Chief, National Guard Bureau, to be the United States Property and fiscal Officer of a State or Territory.

b. The USPFO receives and accounts for all funds and property of the United States, in the possession of the National Guard for which he/she is property and fiscal officer, and makes returns and reports concerning those funds and that property, as required by the Secretary concerned. (32 U.S.C. § 708).

**Section 621. Unit.**

The Unit includes Air National Guard (ANG) flying Groups and Wings, Combat Communication Flights and Squadrons, Engineering Installation Flights and Squadrons, and Combat Readiness Training Centers (CRTC).

**ARTICLE VII – GENERAL PROVISIONS**

**Section 701. Term of Agreement.**

- a. The terms of this MCA remain in effect until changed.
- b. The performance period for each appendix to the MCA is the Federal Fiscal Year in which that award is made, except as specified in the award itself (e.g. the performance period for many Youth Challenge awards reflects the state’s academic year).

**Section 702. Sole Benefit.**

This MCA and associated appendices are intended for the sole benefit of NGB and the Grantee and are not intended to create any other beneficiaries.

**Section 703. Modifications.**

This MCA may be modified only by a written instrument signed by the parties hereto. Appendices may be modified separately. However, no appendix modification may modify this MCA by reference.

**Section 704. Successors and Assigns.**

This MCA and associated appendices may not be assigned by a party without the express written consent of the other party. All covenants made under this MCA shall bind and take effect to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

**Section 705. Entire Agreement.**

This MCA and each associated appendix forms the entire agreement between the parties as to scope and subject matter of this MCA. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this MCA and each associated appendix.

**Section 706. Severability.**

If any provision of this MCA is held judicially invalid, the remainder of the MCA shall continue in force and effect to the extent not inconsistent with such holding.

**Section 707. Waiver of Breach.**

If a party waives enforcement of any provision of this MCA upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

**Section 708. Notices.**

Any notice, transmittal, approval, or other official communication made under this MCA shall be in writing and shall be delivered by hand, email, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

NGB [USPFO Name, Position, Address, Email Address]

Grantee [Appropriate Grantee Official, Position, Address, Email Address]

**Section 709. Execution.**

This MCA may be executed in several counterparts, each of which shall be deemed an original. Subsequent execution of any or all Appendices shall not affect the legality or enforceability of this MCA.

**Section 710. Conflict of Interest.**

The Grantee shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

**Section 711. Access to and Retention of Records.**

The Grantee shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the Grantee's custody or control and that relate to its performance under this MCA, associated appendices and separate agreements. The Grantee shall retain all such records intact in a form, if not original documents, as may be approved by NGB for at least ten (10) years following closeout of that award.

**Section 712. Change of Circumstances.**

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this MCA.

**Section 713. Liability and Indemnity.**

Except as stated in section 716, nothing in this MCA or an associated appendix shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property loss or damage, or for death or personal injury arising out of and during performance of the activities supported by this MCA and associated appendices. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or (assigns) or by third persons, arising out of and during the performance of supported activities shall be determined according to applicable law.

**Section 714. Reports.**

In addition to any financial or other reports required by the terms of this MCA, NGB may require the State to prepare reports or provide information relating to this MCA and/or one or more associated appendices. The state agrees to provide the reports within a reasonable time of request and in such detail as may be required.

**Section 715. Special State Requirements.**

Changes to established requirements of this MCA made necessary by governing State statutes will be processed in accordance with current NGB-AQ policy, NGR 5-1 Chapter 3 or successor CNGB I & M, for approval by NGB. Upon approval, a statement of alterations or changes, along with justification, shall be attached to this MCA and will be considered a part thereof. (If none, state NONE.)

**Section 716. Government Furnished Equipment (GFE).**

In addition to the Liability and Indemnity provisions in section 713, nothing in this MCA shall be construed as an indemnification by the United States of the State, its employees, agents, or third persons, for liability with respect to any and all claims, including, but not limited to: (1) claims for damages; and (2) claims for reimbursement arising from property loss, personal injury or accident damage related to the use, care, or operation of GFE. The Grantee's liability for lost or damaged GFE will be in accordance with applicable State laws. (See current NGB-AQ policy, NGR 5-1 Chapter 8 or successor CNGB I & M.) In the event that State law does not authorize indemnification, GFE should not be provided.

[Agreement number]

## ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS

### Section 801. Applicable Law.

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA and associated appendices shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

### Section 802. Governing Regulations.

**Title 2 Code of Federal Regulations (CFR) Part 200**, current NGB-AQ policy, NGR 5-1 or successor CNGB I & M, are hereby incorporated into this MCA by reference as if fully set forth herein and shall govern this Agreement. Attachment A consists of those provisions of part 200 which are terms & conditions commonly applicable to NGB assistance instruments.

### Section 803. Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

### Section 804. Lobbying.

- a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or 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 CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Appendix.
- b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

### Section 805. Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**Section 806. Environmental Protection.**

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

**Section 807. Use of United States Flag Carriers.**

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**Section 808. Debarment and Suspension.**

**Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.** The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and subrecipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

**Section 809. The Infrastructure Investment and Jobs Act (“IIJA”).**

Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Grants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

**Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Section 811. Copeland “Anti-Kickback” Act.**

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Section 812. Contract Work Hours and Safety Standards Act.**

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**Section 813. System for Award Management and Data Universal Numbering Requirements**

The Grantee covenants and agrees to comply with the System for Award Management (SAM) and Data Universal Numbering Requirements (DUNS) as indicated below:

- a. Requirement for SAM. You as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this Agreement 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 award term.
- b. Requirement for DUNS Numbers. If you are authorized to make subawards under this Agreement, you:

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(1) Must notify potential subrecipients that no entity (see definition in paragraph (c) of this Agreement term) may receive a subaward from you unless the entity has provided its DUNS number to you; and

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(3) Definitions. For purposes of this Agreement:

(a) SAM means the official U.S. Government system that consolidated the capabilities of CCR and EPLS. There is NO fee to register in SAM. Entities may register at no cost at the current OMB website. Additional information about registration procedures, updating your recipient account, searching records, as well as user guides and helpful hints may be found at the SAM website.

1. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.

(b) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

(c) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

1. A Governmental organization, which is a State, local Government, or Indian Tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal Agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or Program for which you received this Agreement and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or Program.

(c) A subaward may be provided through any legal Agreement, including an Agreement that you consider a contract.

(5) Subrecipient means an entity that:

(a) Receives a subaward from you under this Agreement; and is accountable to you for the use of the Federal funds provided by the subawards

## **Section 814. Reporting Subawards and Executive Compensation**

The Grantee covenants and agrees to comply with the Reporting Subawards and Executive Compensation requirements indicated below:

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

- i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in **2 CFR Part 200**:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program.

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iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## ARTICLE IX – PROCUREMENT

### **Section 901. State Contracts.**

The Grantee's acquisition of goods and services by the State in performance of this MCA shall be according to applicable State contracting procedures, standards and procedures contained and cited in **2 CFR §200.317**

### **Section 902. State Contract Flow-down.**

Subject to existing contracts, the Grantee is required to insert the substance of provisions of article VIII in contracts issued under this MCA, unless state laws or regulations offer more protection.

## ARTICLE X – PROPERTY

### Section 1001. Equipment.

a. Equipment purchased by the Grantee under the terms of this agreement becomes the property of the state and will be managed, used, and disposed of in accordance with current NGB-AQ policy, NGR 5-1 Chapter 8 or successor CNGB I & M, and **2 CFR §200.313**.

b. Equipment purchased by the federal government, including equipment acquired specifically for a National Guard Cooperative Agreement, vests in the Federal Government. This equipment shall be managed, used, and accounted for as provided in current NGB-AQ policy, NGR 5-1 Chapter 8 or successor CNGB I & M, and **2 CFR 200.313(d)**.

c. Equipment purchased by the federal government and issued to the state is Government Furnished Equipment (GFE). The title to GFP/GFE vests in the federal government and cannot be transferred to the state and therefore cannot be considered as In-Kind Assistance (IKA).

### Section 1002. Operation Materials and Supplies.

a. Items to be consumed in normal operations purchased by the state under the terms of this agreement become the property of the State and will be managed and disposed of in accordance with current NGB-AQ policy, NGR 5-1 Chapter 8, or successor CNGB I & M, and **2 CFR Part 200**.

b. Supplies purchased by the federal government shall be managed, used, and accounted for as provided in current NGB-AQ policy, NGR 5-1 Chapter 8, or successor CNGB I & M, and **2 CFR §200.314**. State use of federal supplies and materials may be considered as IKA.

## ARTICLE XI – LEGAL AUTHORITY

### Section 1101. Legal Authority.

The Grantee represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this MCA. The Grantee shall promptly notify NGB of any legal impediment that arises during the term of this MCA that may prevent or hinder the state's fulfillment of its obligations under this MCA.

### Section 1102. Opinion of Counsel.

Concurrent with its execution of this MCA, the Grantee shall furnish an opinion of counsel by the highest legal officer of the State, or his or her designee, that:

- a. The Grantee has the requisite authority to enter into this MCA;
- b. The Grantee can make the warranty set forth in Section 1101 above;
- c. The Grantee is empowered to assume the responsibilities and obligations the State proposes to undertake under this MCA;
- d. The provisions of the MCA intended to secure the interests of NGB are enforceable according to their terms;
- e. The execution of this MCA has been duly authorized by the state and,
- f. That the individual signing this MCA on behalf of the State has the requisite legal authority to bind and obligate the state to the terms and conditions of this MCA.

## ARTICLE XII – TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION, AND APPEALS

### Section 1201. Termination.

This MCA may be terminated by either party according to the terms and conditions of **2 CFR § 200.339**, current NGB-AQ policy or successor CNGB I & M.

### Section 1202. Enforcement.

NGB may take such actions to enforce the terms of this MCA as may be provided for in and under the terms of current NGB-AQ policy or successor CNGB I & M, and **2 CFR §200.338**.

### Section 1203. Claims, Disputes Resolution and Appeals.

a. Any claim made by the Grantee arising out of this MCA shall be presented in writing to the Grants Officer. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested, the basis for relief, and the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the state's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the date of the receipt of a claim. The determination shall be final unless appealed by the Grantee pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is NGB policy to try to resolve all issues concerning cooperative agreements at the Grants Officer's level. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If a Grantee decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the state to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

1. Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. The State has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

3. Appeal Procedure.

(a) Notice of appeal. The TAG may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the grants Officer.

(b) Appeal file. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the Grantee the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

f. Nothing in this section is intended to limit a Grantee's right to any remedy under the law.

**ATTACHMENTS – APPENDICES**  
(List All Appendices as Appropriate to the State)

ATTACHMENT A (which is an integral part of this MCA): Provisions required by 2 CFR Part 200

APPENDICES:

(For example:)

APPENDIX 1	ARNG FACILITIES PROGRAMS	[award/appendix number]
APPENDIX 2	ARNG ENVIRONMENTAL PROGRAMS RESOURCES MANAGEMENT	“
APPENDIX 3	ARNG SECURITY COOPERATIVE AGREEMENT	“
APPENDIX 4	ARNG ELECTRONIC SECURITY SYSTEM (ESS) MANAGEMENT, INSTALLATION, OPERATION & MAINTENANCE (MIO & M)	“
APPENDIX 5	ARNG COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS, AND INFORMATION MANAGEMENT (C4IM)	“
APPENDIX 7	ARNG TRAINING SUPPORT SYSTEM (TSS) PROGRAMS	“
APPENDIX 10	ARNG ANTI-TERRORISM PROGRAM COORDINATOR ACTIVITIES	“
APPENDIX 11	ARNG EMERGENCY MANAGEMENT PROGRAM COORDINATOR (EMPC) ACTIVITIES	“
APPENDIX 14	ARNG ADMINISTRATIVE SERVICES ACTIVITIES	“
APPENDIX 21	ANG FACILITIES OPERATIONS AND MAINTENANCE ACTIVITIES	“
APPENDIX 22	ANG ENVIRONMENTAL PROGRAM MANAGEMENT (137 <sup>TH</sup> ARW AND 138 <sup>TH</sup> FW)	“
APPENDIX 23	ANG SECURITY COOPERATIVE AGREEMENT (137 <sup>TH</sup> ARW AND 138 <sup>TH</sup> FW)	“
APPENDIX 24	ANG FIRE PROTECTION ACTIVITIES	“
APPENDIX 40	ARMY NATIONAL GUARD DISTRIBUTED LEARNING PROGRAM	“
APPENDIX 41	STATE FAMILY PROGRAM ACTIVITIES	“

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