

## COOPERATIVE INSTITUTE SPECIFIC CONDITIONS

**Performance Progress Reports – Annual Reporting Requirements.** The first Performance Progress Report will cover a period of nine months from the start date of the award. Thereafter, such reports are due annually. All interim Performance Progress Reports are due within 30 days of the reporting period end date. The Final Performance Progress Report will be due no later than 90 days after the award expiration, and must document activity in the final performance period and include a table of all projects conducted during the term of the award.

**Use of NOAA Emblem.** The Joint and Cooperative Institutes may place the NOAA Emblem on the following items, in a manner consistent with the terms and uses prescribed below:

1. SCIENTIFIC POSTERS AND WRITTEN PRESENTATION MATERIALS (e.g., electronic presentations, overhead projections, handouts) conveying exclusively research findings from projects funded under a Joint or Cooperative Institute agreement, authored jointly by a NOAA scientist and a participating Institute scientist.
2. SMALL BROCHURES, BOOKLETS, AND CONFERENCE AGENDAS (fewer than 10 pages) published by a Joint or Cooperative Institute for public outreach efforts in support of one or more of NOAA's missions (e.g., information to protect the public or inform the public about ways to protect the oceans or atmosphere), and/or providing exclusively descriptive information about the establishment of the Institute and/or exclusively research findings, authored jointly by NOAA and Institute scientists, from projects funded under a Joint or Cooperative Institute agreement. Brochures and booklets are to be authored jointly by NOAA and the Institute. Conference agendas are to reflect the presentation of scientific research funded by a Joint or Cooperative Institute agreement.
3. "Home" and "About us" pages on Joint or Cooperative Institute websites which are maintained for public outreach and which exclusively provides descriptive information about the Institute, such as its founding or research programs.

### USE OF THE NOAA EMBLEM MUST BE ACCOMPANIED BY THE FOLLOWING STATEMENT:

The NOAA ® emblem is a registered trademark of the U.S. Department of Commerce, used with permission. The use of the NOAA emblem recognizes the collaborative research partnership between the Institute and NOAA and does not constitute endorsement by the Department of Commerce/National Oceanic and Atmospheric Administration of the information, products, or services contained therein that were not developed in partnership with NOAA.

Where use of the NOAA emblem is not permitted under this specific condition, the Joint and Cooperative Institutes may use the following statement: *"This [Insert Item or Project] is supported through funding from the National Oceanic and Atmospheric Administration."*

**NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy**  
*(for awards applicable to Notices of Funding Opportunities issued on or after May 21, 2018)*

The NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy (26 Feb 2018):

- a. If NOAA-operated, leased, or owned facilities are involved in any awards funded under this announcement, such awards are subject to the NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Financial Assistance Awards Involving NOAA-Operated Facilities (May 2018) found at:  
[http://www.ago.noaa.gov/grants/facilities\\_assault\\_policy.html](http://www.ago.noaa.gov/grants/facilities_assault_policy.html).
- b. If the use of a vessel(s) under NOAA contract, order, grant, or cooperative agreement is involved in any awards funded under this announcement where the non-Federal entity employees are anticipated to be crew members aboard the vessel(s), such awards are subject to the NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Financial Assistance Awards Involving the use of a Vessel(s) under NOAA Contract, Order, Grant, or Cooperative Agreement (May 2018) found at:  
[http://www.ago.noaa.gov/grants/vessel\\_assault\\_policy.html](http://www.ago.noaa.gov/grants/vessel_assault_policy.html).

**Environmental Data Sharing** *(for awards applicable to Notices of Funding Opportunities issued on or after June 1, 2016)*

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines,<sup>1</sup> data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.<sup>2,3</sup>
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by

the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

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

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1 [http://www.cio.noaa.gov/services\\_programs/IQ\\_Guidelines\\_103014.html](http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html)

2 Failure to perform quality control does not constitute an excuse not to share data.

3 Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

### **Environmental Data Sharing** *(for awards applicable to Notices of Funding Opportunities issued prior to June 1, 2016)*

Environmental data and information, collected and/or created under this grant/cooperative agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements.

1. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at time of award and, thereafter, will be posted with the published data
2. Environmental data and information produced under this award and which are made public must be accompanied by the following statement: These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.

3. NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data.
4. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

**HSPD-12.** If the performance of a grant award requires recipient organization personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “if routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, and OMB Memorandum M-05-24. The recipient shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient shall insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

A. The subrecipient or contractor shall comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

B. The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

**Vehicle.** If a Recipient, in executing performance under this award, will be driving a Federally-owned or leased automobile, the Recipient must obtain prior approval from the Federal Program Officer and provide proof of insurance, or if a governmental entity, provide a copy of the statutory authority covering its liabilities connected with use of a Federal Government vehicle in amounts of at least \$300,000 per person and \$500,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage. The Recipient agrees to release, indemnify and hold harmless the United States Department of Commerce, National Oceanic and Atmospheric Administration, its officers, agents and employees from any and all liability or costs resulting from the negligent operation of NOAA's vehicles by employees, agents, participants of the Recipient.

If applicable, the University, as an agency of the State, operates primarily on a self-insured basis. A statement of self insurance is available upon request and has been furnished to NOAA. It is understood and agreed that neither party to this Agreement shall be responsible for any negligent or wrongful acts arising out of the conduct of activities relating to the use of Federal vehicles in the performance of this Agreement, chargeable to the other, unless such liability is imposed by law or otherwise agreed to by the parties. Furthermore, the University shall pay for such damages and injury to the extent permitted by law and approved by the Legislature of the State.

**Foreign Air Carrier.** The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the recipient must receive prior approval from the Grants Officer.

**Federal Equipment.** Federally-owned accountable property may be issued under this award. Compliance with Federal property procedures is required under this award, including participation in annual inventory exercises.