

ATTACHMENT A-2

ADDITIONAL TERMS

Hereinafter the Contractor shall be referred to as the "Grantee."

The Department and the Grantee also agree to the following terms:

1. Compensation: Compensation to the Grantee shall be on a matching basis limited to 50 % of the allowable costs incurred by the Grantee in carrying out project work during the performance period.

Example:

In accordance with this Agreement, the Commission will pay to the Grantee funding in the amount of FIFTY THOUSAND dollars (\$50,000.00). Disbursement of matching funds may be in two payments of TWENTY-FIVE THOUSAND dollars (\$25,000.00) each.

The first matching payment of TWENTY-FIVE THOUSAND dollars (\$25,000.00) may be requested after FIFTY THOUSAND dollars (\$25,000.00) of allowable costs have been incurred with invoices and canceled checks documenting that the Grantee has paid for the incurred allowable costs.

The final payment of TWENTY-FIVE THOUSAND dollars (\$25,000.00) will be made after the remaining FIFTY THOUSAND (\$50,000.00) of allowable costs have been incurred with invoices documenting the incurred allowable costs and the Project has been completed in accordance with the provision of Attachment A - Scope of Services, and Attachment B - Approved Expenditures.

2. Allowable Costs: Allowable costs are those costs documented to the satisfaction of the Department which meet the requirements of the General Provisions, 2 CFR Part 200, the Historic Preservation Funds Grant Manual, and are determined by the Department:

- a) to be necessary and reasonable to the completion of project work;
- b) to have been incurred for project work during the project period.

3. Administrative Requirements: The Grantee agrees to comply with all applicable regulations, laws, policies, guidelines and requirements of the grant program, including 2 CFR part 200, OMB Circulars A-87, A-102 revised (43 CFR part 12), Historic Preservation Fund Grants Manual, and any special conditions or regulations related to the applications, acceptance and use of federal funds for this federally-assisted project.

The Grantee shall provide for a system of financial management and record keeping relative to grant-assisted activities, as provided for in 2 CFR part 200 and A-102 revised (43 CFR part 12).

4. Procurement: organizations that receive a sub-grant from a state government, need to comply with 2 CFR 200. In all procurement actions, the general objectives are to:

- provide full and open competition for government-funded work
- to guard against real and perceived favoritism and profiteering at taxpayer's expense by using an open and fair competitive bid process (when required)

- to provide equal opportunities to participate in public business

5. Reimbursement: The Grantee will receive full reimbursement (50 % of total project costs) upon satisfactory completion of the project, and upon submission of a final project completion report (**Attachment C**). Grantees must submit all Federal and non-federal share supporting documentation prior to receiving reimbursement.

6. Notification: The Grantee agrees to promptly notify the Department should the following conditions become known:

- a) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules, or preclude the completion of approved work
- b) the need for adjustment to the approved budget

7. Final Products: Final products outlined in **Attachment A-1** of this agreement must be approved by the Department. If for any reason, the final products do not conform with the terms and conditions of this agreement or with the appropriate Secretary of the Interior's standards, the Department reserves the right to withhold reimbursement until all grant conditions are met.

8. Project Completion Report: The Grantee agrees to submit a Project Completion Report by the project end date. The report shall be submitted in the format indicated by "Final Project Completion Report", which is made part of this Agreement as **Attachment C**. The Grantee shall revise the report, if requested, in response to written comments of the Department.

9. Acknowledgment of Federal Assistance: An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material, based on, or developed under, any activities supported in full or part with the grant assistance provided under the terms of this Agreement. This acknowledgement shall be in the form of the following statement: **"The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, and administered through the Massachusetts Historical Commission, Secretary of the Commonwealth William Francis Galvin, Chairman. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, or the Massachusetts Historical Commission, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior, or the Massachusetts Historical Commission."** Note that only relevant portions of the required statement need to be applied, and should be used as appropriate depending on the content of the publication (e.g., if there are no trade names or commercial products, then that part of the statement can be omitted).

10. Equal Opportunity Compliance: Publications and audio-visual materials produced as a result of this project must also include the following nondiscrimination statement: **"This program receives Federal financial assistance for preservation of historic maritime resources and for increasing the public awareness and appreciation for the maritime heritage of the United States. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, DC 20240."**

11. The Annual Interim Report: The Department requires the Grantee to verify programmatic and fiscal progress with one (1) annual Interim Reports throughout the life cycle of the grant. The annual Interim Report provides project updates and details on how the project is progressing along with the review of reimbursable expenses. These reports must contain a comparison of actual accomplishments with the established goals and

objectives of the award; a description of reasons why established goals were not met, if appropriate; and any other pertinent information relevant to the project results. The report format will be provided by MHC and the reports are due every year throughout the life cycle of the grant. Failure to submit timely and acceptable progress reports places a grantee in non-compliance with the terms and conditions of the Grant Agreement and can result in withholding, suspension, or termination of the grant award.

12. Standards of Work: The Grantee agrees that the performance of work and services under this Agreement shall conform to high professional standards in accordance with: (a) Secretary of the Interior's *Standards for the Treatment of Historic Properties*, (b) *Standards for Historic Vessel Preservation Projects* and (c) *Standards for Archaeology and Historic Preservation*.

13. Allowable Costs-Matching Share: The Grantee agrees that costs incurred and contributions, in cash and in-kind by the Grantee, shall be allowable costs only if they are:

- a) incurred for project work during the project period;
- b) verifiable from the Grantee's records;
- c) **not included as contributions for any other federally assisted program;**
- d) necessary and reasonable for proper and efficient accomplishment of project work;
- e) types of charges that would be allowable under 2 CFR part 200, OMB Circular A-87;
- f) not paid for by the Federal Government under another assistance agreement unless authorized under the other agreement and the laws and regulations it is subject to;
- g) provided for in the budget contained in the project work program;
- h) conform to the provisions of 2 CFR part 200, OMB Circular A-102 revised, 43 CFR part 12.

14. Lobbying: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, indirectly letter, printed, or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. (18 U.S.C.1913).

15. Copyright Privileges: Except as otherwise provided by this grant agreement, the Transferee may copyright any book, publication or the material developed in the course of the grant project subject to a royalty-free, nonexclusive and irrevocable license to the Federal Government to reproduce, publish, or otherwise use such copyrighted material and to authorize others to use the material for Government purposes.

16. Recovery of Costs Disallowed by Audit: In the event the project covered by this Agreement remains subject to audit by Federal or State agencies following payment, the Department reserves the right to recover costs disallowed by the auditing agency resulting from any such audit.

17. Termination: Subject to the approval and release of funds by the United States Department of the Interior and the National Park Service, the Grantee shall be entitled to receive just and equitable compensation for satisfactory project work performed prior to effective date of such termination. Compensation shall be computed in the same ratio to the total grant of federal funds hereunder as the work actually performed bears to the total work covered by this Agreement, less any payments previously made.

18. Notice: Persons to receive any notice as specified in section 6 shall be the Deputy State Historic Preservation Officer, Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125.

19. Independent Contractor: Grantee is an independent contractor and not an employee or agent of

Department. The Grantee shall be as fully responsible to the Massachusetts Historical Commission for the acts and omissions of its subcontractors, and/or persons directly employed by them as it is for acts and omissions of persons directly employed by it. Department shall not be obligated under any contract, subcontract or commitment made by Grantee.