RCPP Supplemental Agreement, Type III, Attachment 4 General Terms and Conditions

Please reference the link for the General Terms and Conditions for Mutual interest Agreements pertaining to this award which are incorporated into this Agreement by reference: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions

I. APPLICABLE REGULATIONS

A. The regulations in 7 CFR Part 1464 and are incorporated by reference.
B. Allowable project costs will be determined in accordance with the authorizing statute and regulation, the purpose(s) of the RCPP project which this supplemental agreement supports, and the purposes of this supplemental agreement award.
C. If work performed under this agreement relates to public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes) partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. FINANCIAL AND PERFORMANCE REPORTING

Recipients must submit annual progress reports as required by NRCS to support NRCS' ability to monitor the award. Failure to submit reports as required may result in suspension or termination of award.

The recipient must submit final report(s) no later than 90 days after the period of performance end date. NRCS will withhold payments under this award if the recipient is delinquent in submitting required reports.

III. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act, if applicable.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IV. ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

> "This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

> "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services".

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

> "USDA is an equal opportunity provider, employer and lender."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

V. CONTRIBUTIONS/COST-SHARING/MATCH REQUIREMENTS

Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to the NRCS, the award may be subject to termination.

NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify NRCS in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so seriously as to provide grounds for subsequent suspension or debarment.

The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing, as well as records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

Recipients must provide notification to the agency's administrative contact when adding or replacing sources of cost- share contributions.

VI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the mutual interest agreement. It must fall within the guidelines. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported.

VII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by the NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $10,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the NRCS. However, if the per-unit fair market value is $10,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

VIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

IX. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

X. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.