



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-3000

OFFICE OF HEALTHY HOMES  
AND LEAD HAZARD CONTROL

August 31, 2004

«Contact\_Person»  
«Title»  
«Organization»  
«Organization\_2»  
«Address1»  
«Address2»  
«City», «State» «Zip5»

Dear Mr./Ms «Contact\_Person»:

The Office of Healthy Homes and Lead Hazard Control is pleased to announce that your application submitted in response to the 2003 Notice of Funding Availability (NOFA) entitled "Healthy Homes Demonstration Program," has been selected for a grant award. The amount you are eligible to receive is «Grant\_Amount».

If you accept the terms and conditions of the grant, your start date will be **October 1, 2003**, accordingly, you must return your signed grant agreement by September 25, 2003.

Your Government Technical Monitor (GTM), «GTM1» will be contacting you to review the grant negotiating process. If you have any immediate technical questions, please contact: «GTR», Government Technical Representative (GTR) at «GTR\_EXT».

In addition, the GTM will refer you to our Environmental Review Officer who will provide you with information on the environmental review requirements applicable to the Healthy Homes Demonstration Program and the process to be followed in obtaining HUD approval for the Release of Funds. Prior approval of your Request for Release of Funds is required prior to committing Healthy Homes Grant funds for interventions.

You may be contacted to finalize the negotiation of the terms of this grant. The following items, if not already included in your application, will be needed to support your proposal package:

- A revised Work Plan that includes:
  - Background of your Project
  - Key Staff and Organizational Chart
  - Technical Approach
  - Schedule of Milestones and Deliverables
  - Project Evaluation
- Revised Budget and Budget Justification Narrative
  - A completed "Minimum Benchmark Standard Work Sheet"
  - A revised 2-page abstract that reflects any changes made in your revised Work Plan and Budget
  - Resumes or position descriptions for up to three Key Personnel and their percentages of time dedicated to the Healthy Homes Grant Program
  - Verification of pay, fringe benefits, indirect cost rates
  - Audit information (letter of compliance or latest audit if there were findings)

- Amount of Leverage Contribution
- Number of Units to Receive Healthy Homes Interventions
- Period of Grant
- Code of Conduct (See Section II (B)(2) – Requirements and Procedures Applicable to All Programs of the General Section of the SuperNOFA)

When your Grant Agreement is forwarded to you for your acceptance, additional instructions on how to have your grant account entered into HUD's Line of Credit Control System (LOCCS) payment system, establishing security passwords and gaining access to the Voice Response system in order to request payment will be provided. Other forms and program requirements that you will be required to complete or follow during the course of the grant will also be provided.

You **must** return your signed agreement no later than **September 25, 2003** in order to receive a fully executed agreement prior to the start date of your grant program.

In accordance with OMB Circular A-133, (Audits of States, Local Governments and Non-Profit Organizations) grantees must submit their completed audit-reporting package along with the Data Collection Form (SF-SAC) to the Single Audit Clearinghouse, the address can be obtained from their website. The SF-SAC can be downloaded at <http://harvester.census.gov/sac/>. If you have any administrative questions that cannot be answered by your GTR, please contact me at 202-755-1785, extension 119.

We congratulate you on your submission of a successful proposal and we look forward to assisting you in implementing this grant program on October 1, 2003. Best wishes for a productive and rewarding effort to achieve healthy homes.

Sincerely yours,

Curtissa L. Coleman  
Grant Officer

Enclosure(s)

**Assistance Award/  
Amendment**

**U.S. Department of Housing  
and Urban Development**

Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number «Grant_ID»		4. Amendment Number	5. Effective Date of this Action <b>October 1, 2003</b>
6. Control Number		7. Name and Address of Recipient «Grantee» «Organization» «Organization_2» «Address1» «Address2» «City», «State» «Zip5»	
8. HUD Administering Office HUD, Office of Healthy Homes and Lead Hazard Control 451 Seventh Street, SW Room P3206 Washington, DC 20410		8a. Name of Administrator «GA»	8b. Telephone Number «GAEXT»
10. Recipient Project Manager «Contact_Person», «Primary_Phone»		9. HUD Government Technical Representative GTR, «GTR», «GTR_EXT» GTM, «GTM1», «GTR_EXT»	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearing House	13. HUD Payment Office CFO Accounting Center P.O. Box 901013 Fort Worth, TX 76101	
14. Assistance Amount Previous HUD Amount      \$00.00 HUD Amount this action      «Grant_Amount» Total HUD Amount      «Grant_Amount» Recipient Amount      «Total_Match» Total Instrument Amount      «Total_Awd_Amt»		15. HUD Accounting and Appropriation Data 15a. Appropriation Number      «Appro_No» 15b. Reservation Number      «Reservation_No» Amount Previously Obligated      \$00.00 Obligated by this action      «Grant_Amount» Total Obligated      «Grant_Amount»	

16. Description  
Employer Identification Number: «EIN»      Program: LHH  
This grant is issued pursuant to the Healthy Homes Demonstration Program Notice of Funding Availability of 2003. This instrument will be amended to reflect negotiations.

This grant consists of the following, some of which may be incorporated by reference.

1. Cover Page, HUD 1044
2. Schedule of Articles
3. Statement of Work/Work Plan/Benchmark Standards
4. Grantee's financial and technical proposal
5. Mutually agreed and negotiated proposal changes
6. Abstract of grant activities
7. OMB Circular A-102, which was implemented by 24 CFR 85
8. OMB Circular A-110, which was implemented by 24 CFR 84
9. OMB Circular A-133, which was implemented by 24 CFR 84 and 85
10. Notice of Funding Availability for the Healthy Homes Demonstration Program, 2003

Period of Performance is «Start\_Date» through «End\_Date».

**Number to be negotiated, if applicable,** Housing units are to be enrolled and completed in accordance with the Statement of Work/Work Plan/Benchmark Standards.

17. Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office. <input checked="" type="checkbox"/>		18. Recipient is not required to sign this document . <input type="checkbox"/>	
19. Recipient (By Name):  Signature & Title      Date:		20. HUD (By Name): «GO», Grant Officer  Signature & Title      Date:	

## SCHEDULE OF ARTICLES

### DEFINITIONS

- A. The term "grant" as used herein refers to either a grant or a cooperative agreement instrument.
- B. The term "grantee" as used herein also refers to recipients of cooperative agreements.
- C. The term "Grant Officer" means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.
- D. The term "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- E. The term "Head of the Awarding Activity (HAA)" means a HUD official, at the Assistant Secretary level or equivalent, with authority for policy, award, and administration of discretionary grants within one or more HUD organizational elements.

### SCOPE OF WORK (COST-REIMBURSEMENT)

The grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work, Attachment A and the Management and Work Plan below.

#### *Management and Work Plan*

The Grantee shall complete and submit a revised management and work plan (with Benchmark Standards), Deliverables, and Budget within 60 calendar days after the effective date of the grant. These revisions shall update the general plan submitted with the proposal and include any negotiation changes to the work plan or budget if applicable. These revisions should also be developed according to the instructions and guidance provided by the GTR.

The plan should be prepared pursuant to the following outline:

- I. Background of Project
- II. Key Staff and Organizational Chart
- III. Technical Approach
- IV. Schedule of Milestones and Deliverables
- V. Project Evaluation
- VI. Revised Budget and Budget Justification Narrative
- VII. A completed "Minimum Benchmark Standard Work Sheet"
- VIII. A revised A revised 2-page abstract that reflects any changes made in your revised Work Plan and Budget
- IX. Resumes or position descriptions for up to three Key Personnel and their

- percentages of time dedicated to the Healthy Homes Grant Program
- X. Verification of pay, fringe benefits, indirect cost rates
  - XI. Audit information (letter of compliance or latest audit if there were findings)
  - XII. Amount of Leverage Contribution
  - XIII. Number of Units to Receive Healthy Homes Interventions
  - XIV. Period of Grant
  - XV. Code of Conduct (See Section II (B)(2) – Requirements and Procedures Applicable to All Programs of the General Section of the SuperNOFA)

The estimated number of housing units and structures in which intervention activities are expected to take place should be included in the project goals and objectives section, if applicable. Objectives of research components of the grant should be stated in terms of testable hypothesis in the work plan when possible.

Tasks should be arranged sequentially or in a logical order within the work plan, and include supportive activities. The entity responsible for each task should be identified, and the timeframe for its completion stated. The tasks section should also include a discussion of the roles and responsibilities of the appropriate organizations that will be involved in completing the Institution Review Board review related to the protection of human subjects under this grant.

The management and work plan consists of the goals and time-phased objectives for each of the major tasks to be undertaken by the project. Benchmark standards (milestones) shall be developed to assist the grantee plan and implement its project in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

The work plan shall also include a detailed narrative description of how assistance and funding will flow from the grantee to the actual performers of the proposed work; the selection process for subgrantees and subcontractors; the selection process for the particular properties, the activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan shall indicate how each interdependent task will provide needed inputs to the others.

The management and work plan shall be subject to review and approval by HUD. When approved by the GTR the work plan shall be incorporated as part of the grant agreement.

#### **PERIOD OF PERFORMANCE**

The grantee shall provide all services hereunder for a period of «Months» months from the effective date of the grant. The period of performance begins on the date stipulated in block #5 of the HUD-1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within the 90-day closeout period.

#### **ADVANCE PAYMENT BY TREASURY CHECK OR ELECTRONIC FUNDS TRANSFER**

Advance payments by Treasury check or electronic funds transfer are hereby authorized under

this grant. HUD shall advance the grantee 10 percent of the total approved allowable costs. Any additional funds requested by the grantee shall be requested in accordance with the clause entitled "Estimated Cost and Payment" in this agreement.

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

Funds advanced to the grantee shall be maintained in an interest bearing account. Any interest earned by the grantee as a result of the advanced funds shall be promptly returned to HUD. If the grantee is an Institution of Higher Education, Hospital or other Non-Profit Organization, interest amounts up to \$250.00 per year may be retained by the recipient for administrative expenses.

**ESTIMATED COST AND PAYMENT - LINE OF CREDIT CONTROL SYSTEM (LOCCS)**

- (a) The grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed «**Grant\_Amount**». In the event the grantee incurs cost in excess of this amount, the excess shall be borne entirely by the grantee. HUD reserves the right to withhold one-percent (1%) of the Federal grant amount pending the receipt and approval of a final progress report prepared in accordance with **the Article entitled "REPORTS" in this grant agreement.**
- (b) Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the electronic Voice Response System (VRS). LOCCS uses a cash management computer software program, which ensures that requested payments do not exceed the amount authorized to the grantee. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearing House (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.
- (c) The grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD\_1044. **The voucher shall be supported by a detailed breakdown of the cost(s) claimed.** The initial award package contains a sample cost element breakdown form. In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the VRS. Payment requires the authorized grantee to telephones the VRS and provide the Security ID number and requested information.
- (d) Before receiving funds from the VRS, the grantee must designate a financial institution in order for HUD to make direct deposit payments through the ACH system. In the event the grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.
- (e) In order to have access to LOCCS and the VRS, the grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response Access Authorization Form.

- (f) Detailed instructions for using the LOCCS-VRS are provided in your transmittal letter.
- (g) Funds advanced to the grantee shall be maintained in an interest bearing account. Any interest earned by the grantee as a result of the advanced funds shall be promptly returned to HUD. If the grantee is a University, non-profit or for profit organization, the grantee may retain up to \$250.00 of interest earned per grantee's fiscal year for administrative expenses. State universities and hospitals shall comply with CMIA, as it pertains to interest.
- (h) All check remittances should be sent to the new Miscellaneous Lockbox as follows:  
NationsBank – Bank of America, DHUD P.O. Box 277303, Atlanta, GA 30384-7303
- (i) Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant."
- (j) If the grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, or has not completed negotiations, the grantee will not be allowed to draw down funds, exceeding 10% of the federal amount, until such time that the requirements have been met.

### **ALLOWABLE COST**

For the performance of the work under this instrument, HUD shall reimburse the grantee for costs incurred (hereafter referred to as "allowable costs") which are determined by the Grant Officer to be allowable, allocable and reasonable in accordance with the following cost principles\*:

- a. For colleges and universities: OMB Circular A-21.
- b. For State and local Governments: OMB Circular A-87.
- c. For other nonprofit organizations: OMB Circular A-122.
- d. For all other grantees, Federal Acquisition Regulation, Subpart 31.2.

\*The revised version of these documents in effect on the date of award shall govern.

### **BUDGET**

#### ***To be negotiated.***

The grantee shall incur costs in conformance with the budget shown below or otherwise attached. The grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the grantee.

**The grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the grantee in excess of «Grant\_Amount». HUD reserves the right to withhold one-percent (1%) of the Federal grant amount pending the receipt and approval of a final progress report prepared in**

accordance with the Article entitled "REPORTS" in this grant agreement.

**INDIRECT COSTS, if applicable to be negotiated**

- (a) Pursuant to the provisions of this clause, the allowable indirect cost under this instrument shall be obtained by applying the final rates negotiated. Pending establishment of final rates, reimbursement will be made on the basis of billing rates accepted by the Grant Officer. The following rates are hereby established for the period indicated:

Category	Ceiling Rate	Billing Rate	Base
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From effective date of award until amended

**Not applicable.**

- (b) The grantee's ceiling rate is as indicated above. However, the grantee agrees to bill at the billing rate shown above for the entire period of performance of the grant. At completion of the grant, upward adjustments may be made from the billing rate up to the ceiling rate. However, such adjustments must be within the total amount of the grant.

**CONDUCT OF WORK**

- (a) During the effective period of this grant, the Government Technical Representative and/or the Government Technical Monitor identified in Block 9 of the cover page shall be responsible for monitoring the technical effort of the grantee, unless the grantee is notified in writing by the Grant Officer of a replacement.
- (b) Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Statement of Work. In the event the grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto, shall be borne by the grantee.

**INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all but the final products may be accomplished by the Government Technical Monitors (GTMs), if so delegated. Final acceptance shall be accomplished by the Government Technical Representative (GTR).

**REVIEW OF OFFICIAL PRODUCTS OF WORK**

- (a) Definition - For the purpose of this clause, "Official Products of Work" include:
  - (1) All interim and final reports,
  - (2) Survey instruments required by Statement of Work, and
  - (3) Other physical materials and products produced directly under the Statement of Work of this grant.
- (b) General

- (1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the Official Products of Work of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the grantee. The Products of Work shall be deemed as accepted as submitted if the GTR has not issued written comments and/or required corrections within thirty (30) days of the date of the GTR's receipt of such product from the grantee.
- (2) The grantee shall carry out the required corrections, if any provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- (3) The GTR's review, correction, and acceptance of Official Products of Work shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style readability.
- (4) In the review and acceptance of Official Products of Work, the GTR may not require any change in the grantee's stated views, opinions, or conclusions.
- (5) Should there be any disagreement between the grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause.
- (6) Such dissent(s) shall not apply to any independent publication by the grantee of Independent Products, which may arise, from the work or findings of this grant.

### **COLLECTION OF DATA**

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501 - 3520). If a survey instrument is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey. The collection of data is deemed to be sponsored by HUD only under the following conditions:

- (1) The grantee represents to respondents that the information is being collected for or in association with HUD (however, this condition is not intended to preclude mention of Federal support in response to an inquiry, or an acknowledgment of Federal assistance in any publication or report on the data); or
- (2) The grantee uses the data collection activities to collect information that HUD has requested for the planning, operation, or evaluation of its program; or
- (3) The terms and conditions of this grant provide for approval by HUD of the survey design questionnaire content, or data collection procedure; or
- (4) The terms and conditions of this grant provide for either submission to HUD of the data

for individual respondents or the preparation and submission of tabulations requested by HUD.

Collection of data under circumstances other than the four conditions given above is not a sponsored collection and is not subject to the Paperwork Reduction Act.

### **KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed hereunder:

#### ***To Be Negotiated***

Prior to diverting any of the specified individuals to other work, the grantee shall notify the Grant Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the grantee without the written consent of the Grant Officer.

### **LIMITATION ON CONSULTANT PAYMENTS**

As required by HUD's Appropriations Act, salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to level IV of the Executive Schedule for Federal Employees. This limitation refers to consultants hired through the grantee's personnel system, but not to consultants who perform as independent contractors.

### **PUBLICATIONS AND NEWS RELEASES**

(a) Definition. For the purpose of this clause, "publication" includes:

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

(b) The results of this program are planned to be made available to the public through dedication, assignment by HUD, or such other means as the Secretary shall determine.

(c) Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the Statement of Work of this grant are considered Official Products of Work, owned by the Government and held for the benefit of the public.

(d) Publication of Official Products of Work

Official Products of Work, quotations therefrom, para-phrasing, or disclosures of interim findings may not be published without the approval of the GTR for a period of sixty (60) days after acceptance of the product by the GTR. Thereafter, the grantee shall be free to publish without HUD approval.

(e) Acknowledgment and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, when published by the grantee or other participants in the work, shall contain the following acknowledgment and disclaimer:

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

(f) Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this grant that may be made by the grantee or its staff, or any subcontractor or other person or organization participating in the work of this grant shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with paragraph (e) above.

**REPRODUCTION OF REPORTS**

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

"(1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.

"(2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

"(3) As used in this section, the term 'printing' includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes."

**GOVERNMENT PROPERTY**

The following Government equipment acquired for the performance of this grant is identified as

follows:

**Items cost**  
**NONE**

At the conclusion of performance of this grant, the Grant Officer will provide the grantee with instructions concerning the disposition of the inventory of equipment.

**PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)**

(a) Definitions

- (1) "Invention" means any invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of the United States code, or any novel variety of plant, which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (2) "Subject invention" means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this grant, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of grant performance.
- (3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) "Small Business Firm" means a small business concern as defined at Section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (5) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501 (c) (3) of the Internal Revenue Code (25 U.S.C. 501(a)) and exempt from taxation under section 501(a) of the Internal Revenue Code of 1954 (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Grantee

- (1) The grantee will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publications at the time of disclosure. In addition, after disclosure to the agency, the grantee will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.
- (2) The grantee will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The grantee will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

(d) Conditions When the Government May Obtain Title

The grantee will convey to the Federal agency, upon written request, title to any subject invention--

- (1) If the grantee fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the grantee to disclose or elect within the specified times.
- (2) In those countries in which the grantee fails to file patent applications within the times specified in (c) above; provided, however, that if the grantee has filed a patent application in a country after the times specified in (c), above, but prior to its receipt of the written request of the Federal agency, the grantee shall continue to retain title in that country.
- (3) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Grantee and Protection of the Grantee's Right to File

- (1) The grantee will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the grantee fails to disclose the invention within the times specified in (c), above. The grantee's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the grantee's business to which the invention pertains.
- (2) The grantee's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the grantee, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the funding Federal agency will furnish the grantee a written notice of its intention to revoke or modify the license, and the grantee will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Grantee Action to Protect the Government's Interest

- (1) The grantee agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (I) establish or confirm the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The grantee agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the grantee can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the

importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under this award, awarded by the Department of Housing and Urban Development. The government has certain rights in the invention."

(g) Subcontracts

(1) The grantee will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the grantee in this clause, and the grantee will not, as part of the consideration for awarding the subcontract, obtain rights in the subgrantee's subject inventions.

(2) The grantee will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by FAR 52.227-11.

(h) Reporting on Utilization of Subject Inventions

The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient, and such other data and information as the agency may reasonably specify. The grantee also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the grantee.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The grantee agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the grantee, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the grantee, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Grants with Nonprofit Organizations

If the grantee is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the grantee;
- (2) The grantee will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the grantee determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposal from applicants that are not small business firms; provided, that the

grantee is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the grantee agrees that the Secretary may review the grantee's licensing program and decisions regarding small business applicants, and the grantee will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the grantee could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer  
Office of Healthy Homes and Lead Hazard Control  
U. S. Department of Housing and Urban Development  
451 Seventh Street, NW, Suite P3206  
Washington, DC 20410-3000

**REPORTS AND DELIVERABLES**

**DELIVERABLES**

The grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing HUD form 269. Upon approval of the work plan, the grantee should ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

*List of Deliverables: To be negotiated*

**QUARTERLY PROJECT REPORTS**

Quarterly reports will be due no later than April 30, July 31, October 31, and December 31, for each respective quarter following the initiation of the grant through project closeout. A template to be used in the preparation of each quarterly report will be provided by our office at a later date. Quarterly reports must reflect activities undertaken, obstacles encountered, and accomplishments in each calendar quarter. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the quarterly reports as attachments.

**FINAL REPORT**

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant.

Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OVER \$100,000)**

Section 1352 of Title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**AMENDMENTS**

This grant may be modified at any time by a written amendment. Amendments, which reflect the rights and obligations of either party shall be executed by both HUD (the Grant Officer) and the grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

**DISPUTES**

During performance of the grant, disagreements may arise between the grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the grantee. The grantee may appeal the decision within thirty (30) days to the Director, Office of Healthy Homes and Lead Hazard Control.

**ORDER OF PRECEDENCE**

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- (a) NOFA
- (b) Statement of Work (excluding the grantee's proposal, if incorporated).
- (c) Schedule of Articles.
- (d) Uniform Administrative Requirements.
- (e) Grantee's Proposal (if incorporated).

**GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS AND OTHER NON-PROFIT ORGANIZATIONS**

All provisions of 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" apply to these grantees. The grantee shall comply

with all standard assurances, which were executed as part of the application process.

All provisions of 24 CFR Part 85, “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” apply to these grantees. The grantee shall comply with all standard assurances, which were executed as part of the application process.

For the full text follow these instructions:

1. Go to the following web site: <http://www.access.gpo.gov>
2. Click on GPO Access
3. Under “Quick Links”, click on Code of Federal Regulations
4. After the new page loads, click on Code of Federal Regulations
5. Scroll down the page until you see *Title 24 Housing and Urban Development*. Click on “Apr. 1, 2002”.
6. In “Search Terms” type in “Grants” (without quotations). Click Submit.
7. For 24 CFR 84, scroll down to [9] (*[2002] 24CFR84—Part 84—Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*). For 24 CFR 85, scroll down to [6] (*[2002] 24CFR85—Part 85—Administrative Requirements to State, Local and Federally Recognized Indian Tribal Governments*). Click on the document with the words “txt” on it to view the text file.

#### **OTHER ADMINISTRATIVE PROVISIONS**

The grantee shall comply with all standard assurances, which were executed as part of the application process.

The grantee must also comply with the following:

The inspection/risk assessment testing procedures using EPA standards to identify lead hazards and to conduct clearance testing. *[Dust wipe samples, soil samples and any paint samples to be analyzed for lead shall be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLLAP)].*

Patent rights specified in "Rights to Inventions made by Nonprofit Organizations and Small Business Firms", (37 CFR Part 401).