

# NOTICE OF AWARD



<b>U.S. Small Business Administration</b>			<b>1. AUTHORIZATION (Legislation/Regulation)</b> 15 USC 648; 31 USC 6305; 13 CFR Part 130			<b>2. Grant/Cooperative Agreement No.:</b> SBAHQ-15-B-0052																																												
<b>3. RECIPIENT: (Name, Organizational Unit, Address)</b> UNIVERSITY OF WISCONSIN SYSTEM Attn: JORDON OTT BOARD OF REGENTS of the UW-SYSTEM 432 N LAKE ST ROOM 104  MADISON WI 537061415			<b>4. PROJECT PERIOD (Mo./Day/Yr.)</b> From 01/01/2015 Through 12/31/2015			<b>5. BUDGET PERIOD (Mo./Day/Yr.)</b> From 01/01/2015 Through 12/31/2015																																												
			<b>6. FEDERAL CATALOG NO.</b> 59.037			<b>7. ADMINISTRATIVE CODES</b> 5603001EZ0054																																												
			<b>8. TITLE OF PROJECT/PROGRAM (limit to 53 spaces)</b> SMALL BUSINESS DEVELOPMENT CENTERS			<b>9. AWARD AMOUNT</b> Amount of SBA Financial Assistance \$375,201.00																																												
			<b>10. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator)</b> NAME WIKENHEISER BON Last First Initial ADDRESS 432 N. LAKE STREET, ROOM 425 MADISON, WI 53706			<b>11. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)</b> <table border="1"> <tr> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COST</th> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COST</th> </tr> <tr> <td>a.</td> <td>\$0.00</td> <td>b.</td> <td>\$0.00</td> </tr> </table>			BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST	a.	\$0.00	b.	\$0.00																																		
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<b>12. Approved Budget (Excludes SBA Direct Assistance)</b> <input type="checkbox"/> SBA Funds Only <input checked="" type="checkbox"/> Total project costs including all other financial participation.			<b>13. Remarks (Other Terms &amp; Conditions Attached)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CY 2015 AWARD, CR#1, SEE 2 C.F.R. \$200.104 AND \$200.110, THIS PART SUPERSEDES BLOCK 14.																																															
<table border="1"> <thead> <tr> <th></th> <th>Federal Share</th> <th>Non-Federal Share</th> </tr> </thead> <tbody> <tr> <td>a. Personal Service_____</td> <td>856,297.00</td> <td>944,802.00</td> </tr> <tr> <td>b. Fringe Benefits_____</td> <td>336,116.00</td> <td>436,077.00</td> </tr> <tr> <td>c. Consultants_____</td> <td>43,060.00</td> <td>0.00</td> </tr> <tr> <td>d. Travel_____</td> <td>67,906.00</td> <td>0.00</td> </tr> <tr> <td>e. Equipment_____</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>f. Supplies_____</td> <td>17,134.00</td> <td>0.00</td> </tr> <tr> <td>g. Contractual_____</td> <td>2,000.00</td> <td>0.00</td> </tr> <tr> <td>h. Other_____</td> <td>232,040.00</td> <td>0.00</td> </tr> <tr> <td>i. TOTAL DIRECT COSTS_____</td> <td>\$1,554,553.00</td> <td>\$1,380,879.00</td> </tr> <tr> <td>j. Indirect cost_____</td> <td>379,473.00</td> <td>553,147.00</td> </tr> <tr> <td>(Rate). 0 % of S &amp; W/TADC</td> <td></td> <td></td> </tr> <tr> <td>k. OTHER APPL. COSTS_____</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>l. TOTAL APPROVED BUDGET</td> <td>\$1,934,026.00</td> <td>\$1,934,026.00</td> </tr> </tbody> </table>				Federal Share	Non-Federal Share	a. Personal Service_____	856,297.00	944,802.00	b. Fringe Benefits_____	336,116.00	436,077.00	c. Consultants_____	43,060.00	0.00	d. Travel_____	67,906.00	0.00	e. Equipment_____	0.00	0.00	f. Supplies_____	17,134.00	0.00	g. Contractual_____	2,000.00	0.00	h. Other_____	232,040.00	0.00	i. TOTAL DIRECT COSTS_____	\$1,554,553.00	\$1,380,879.00	j. Indirect cost_____	379,473.00	553,147.00	(Rate). 0 % of S & W/TADC			k. OTHER APPL. COSTS_____	0.00	0.00	l. TOTAL APPROVED BUDGET	\$1,934,026.00	\$1,934,026.00	<b>14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS :</b> <input checked="" type="checkbox"/> 2 CFR Part 220 - Cost Principles for Educational Institutions <input type="checkbox"/> 2 CFR Part 225 - Cost Principles for State and Local Governments <input type="checkbox"/> 2 CFR Part 230 - Cost Principles for Non-Profit Organizations <input type="checkbox"/> FAR Subpart 31.2 - Principles for Determining Cost Applicable to Awards with For-Profit Organizations <input type="checkbox"/> 13 C.F.R. Part 143 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments <input checked="" type="checkbox"/> 2 CFR Part 215 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations. <input checked="" type="checkbox"/> OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.					
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<b>16. CRS - EIN</b> 39-1805963			<b>17. COUNTY NAME</b> Dane			<b>18. CONGRESSIONAL DISTRICT NO.</b> WI-002																																												
<b>19a. CITY CODE</b> 48000			<b>b. COUNTY CODE</b> 025			<b>c. STATE CODE</b> 55																																												
<b>19a. BUDGET CODE</b> 1515.560400DB.603001.2025			<b>b. SBAHQ-15-B-0052</b>			<b>c. \$375,201</b>																																												
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<b>21. AGENCY OFFICIAL (Signature, Name and Title)</b> Doris Young Jordon Ott, Director, Extramural Support			<b>22. DATE ISSUED (Mo./Day/Yr.)</b> 02/06/2015			<b>23. RECIPIENT OFFICIAL (Signature, Name and Title)</b> Jordon Ott																																												
<b>24. DATE</b> 04/06/2015			<b>24. DATE</b> 04/06/2015																																															

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## **NOTICE**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78589, codified at 2 CFR 200 *et seq* effective December 26, 2014 revises and governs this Notice of Award. <http://www.ecfr.gov/cgi-bin/text-idx>

On December 26, 2013, the Office of Management and Budget ("OMB") published final guidance in the Federal Register entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" ("Final Guidance"), to be located at 2 CFR 200 *et seq*. This Final Guidance supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133) with the intent to streamline the federal grant-making and monitoring process, to ease administrative burden for grant applicants and recipients, and to reduce the risk of waste, fraud and abuse.

### **2 CFR §200.110, Effective/applicability date**

Federal agencies must implement the requirements to be effective by December 26, 2014.

Audit requirements will apply to audits of fiscal years beginning on or after December 26, 2014.

Administrative requirements and cost principles will apply to new awards and to additional funding (funding increments) to existing awards made after Dec 26.

Existing Federal awards will continue to be governed by the terms and conditions of the Federal award, except for Audit as Subpart F is based on 12/26/2014 fiscal year date.

### **Application to SBDC's:**

Fiscal year programs are subject to the current OMB circulars and regulations, with any additional funding increments subject to the OMB rules effective 12/26/2014 for the additional funding. Calendar year programs beginning 01/01/2015 are subject to the OMB rules effective 12/26/2014.

All references to the OMB Circulars throughout this Cooperative Agreement are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78589, codified at 2 CFR 200 *et seq* effective December 26, 2014 and incorporated herein.

**I. ADMINISTRATIVE PROVISIONS**

**A. Points of Contact**

**1. Grants Management Officer (GMO)**

Name: Edna Greene  
Address: U.S. Small Business Administration  
Office of Small Business Development Centers  
409 3<sup>rd</sup> Street, SW, 6<sup>th</sup> Floor  
Washington, DC 20416  
Telephone Number: (202) 205-9424  
Facsimile Number: (202) 481-2854  
Email Address: edna.greene@sba.gov

**2. Grants Officer's Representative (GOR)**

Name: David Jackson  
Address: U.S. Small Business Administration  
Office of Small Business Development Centers  
721 19<sup>th</sup> Street, Suite 400  
Denver, CO 80202  
Telephone Number: (303) 844-6464  
Facsimile Number: (202) 481-0985  
Email Address: david.jackson@sba.gov

**3. District Office Project Officer (PO)**

Name: Tammie Clendenning  
Address: U.S. Small Business Administration  
Wisconsin District Office  
310 West Wisconsin Avenue, Suite 400  
Milwaukee, WI 53203  
Telephone Number: (414) 297-4089  
Facsimile Number: (202) 481-0353  
Email Address: tammie.clendenning@sba.gov

**4. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse**

Name: Rachel Karton  
Address: U.S. Small Business Administration  
Office of Small Business Development Centers  
409 Third Street, SW, 6th Floor  
Washington, DC 20416  
Telephone Number: (202) 619-1816  
Facsimile Number: (202) 481-4945  
Email Address: rachel.newman@sba.gov

**5. Grant Recipient's Authorized Organizational Representative (AOR)**

Name: Jordon Ott  
Address: Board of Regents for the UW-System  
432 N. Lake Street, Room 104  
Madison, WI 53706-1415  
Telephone Number: (608) 890-4534  
Facsimile Number: (608) 262-0163  
Email Address: jordon.ott@uwex.edu

**B. Project and Budget Periods**

The period of performance for this award will consist of a base period of 12 months (01/01/2015 – 12/31/2015).

**C. Governing Authority/Order of Precedence**

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement Nos. OSBDC-2015-01 (FY), OSBDC-2015-02 (CY), as appropriate and any subsequently issued SBA policy guidance.
3. Those terms and conditions set forth below.
4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, you acknowledge your acceptance of all these requirements.

**II. SPECIAL TERMS AND CONDITIONS**

**A. Corrective Action Required**

Recipient must submit a revised SF-424A and budget justification worksheets to correct indirect costs for the Lead and service centers. Recipient must also submit a revised schedule of indirect costs.

**B. Grant Recipient Responsibilities**

You, the Recipient/SBDC Network, acknowledge you will:

1. Comply with the requirements and authorities set forth in Parts I (B) above and III (A)(16) below.
2. Conduct the project funded under this Award in accordance with your approved Technical Proposal, goals, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with Part III (A)(11) below. The negotiated goals set for this award are **945** SBDC long term clients receiving 5 hours or more of counseling within one year, including preparation and contact time. Additional negotiated goals are **227** new businesses created and **\$61,808,600** capital infusion (to include SBA loans, non-SBA loans and equity investment).
3. Be responsive to SBA requests for information and communication. Changes to your organization's contact information, including your AOR or other designated representatives, must be reported promptly to SBA.
4. Promptly advise SBA of any difficulties you encounter or anticipate encountering that may affect the conduct of your project.
5. Cooperate with all programmatic and financial examinations and any accreditation reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding your project made as part of any such process.
6. Coordinate with SBA and other Agency resource partners operating within your project service area to maximize the effectiveness of your efforts and avoid duplication of products and services.
7. Promote SBA programs, products, and services to clients, as appropriate.

8. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
9. Provide assistance to the small business community to the maximum extent possible. The SBDC Lead center and service centers services shall be available to the public during the normal hours of the business community throughout the year, as appropriate. In addition, provisions should be made to provide evening and weekend assistance, both online and in service centers, as appropriate to meet local community demands and needs.
10. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
11. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days and 120 days for State/Regional Directors after they cease their involvement with the project.
12. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
13. Submit and update information to USASpending.gov, as required.
14. Use the funds provided through this award, to manage and operate, within a state, territory, or commonwealth, a small business development center (SBDC).
15. Use varied resources to counsel and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. The SBDC will assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. The SBDC must provide client counseling assistance at no cost to its clients. However, the SBDC may charge a reasonable fee for training activities and/or certain specialized services. See below in Part IV, definition of program income.
16. Consult with State and Federal Export Assistance Centers, as appropriate, when counseling small businesses interested in exporting. For further guidance regarding export assistance requirements, see 15 U.S.C. §648(a).
17. Report emergency closures to the SBA Project Officer as soon as feasible.

**C. SBA Responsibilities**

As the awarding agency, SBA will, subject to the availability of funds and continuing authority:

1. Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this program.
2. Respond to requests for guidance or information related to the SBDC program.
3. Respond to requests for Agency participation and collaboration in project activities, as appropriate.
4. Promote the project by referring interested parties to you for assistance and displaying your printed materials.
5. Facilitate cooperation and coordination between you, other SBA resource partners, and other Federal agencies.
6. Review and act upon requests for modifications to your technical proposal, budget, Key Personnel, project/budget period, and other project parameters.
7. Review and act upon your reports and payment requests.
8. Where authorized by law, share SBA resources and/or donated materials.
9. Monitor your performance under this award and your ongoing operations to determine if you are making effective and efficient use of Project funds. Includes reviewing records, files, and procedures relating to your performance under this award, as well as interviewing Clients to gauge program effectiveness.
10. Review, in advance, all contracts, grants, and cooperative agreements you propose to enter into with other Federal agencies, either individually or as part of a joint effort with other parties. For further

guidance, see 15 U.S.C. § 648 21(a)(5) and Part III (A)(11) below. The AA/OSBDC will review the subject and general scope of all such agreements and will not approve them unless the SBDC Lead Center demonstrates that its performance of the agreement will provide assistance to small business concerns without hindering its ability to carry out the terms of this award.

11. The host institution must submit recruitment and selection plans for an SBDC State/Region Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and the AA/OSBDC for approval. The SBA must concur with the SBDC State/Region Director selection. If a District Director has concerns with the capability of the selected candidate to meet the requirements necessary for the position, he/she must express those concerns in writing to the regional administrator, recipient organization, and AA/OSBDC for review. The AA/OSBDC will make a final determination. No SBA employee can participate in the selection process, including participating on a candidate review panel, for any SBDC employee.
12. Make recommendations or decisions affecting the agreement including policy issues, and provide technical advice and other actions.
13. Perform monitoring and oversight activities in order to determine whether you (the SBDC) have (has) developed procedures to track financial resources, including program income and whether these resources were devoted to fulfilling eligible SBDC program objectives.
14. Perform a reconciliation of financial forms (SF 270, SF 425 with actual expenditure attachments) semiannually to ensure that you are fulfilling the terms and condition of this award.

### III. GENERAL TERMS AND CONDITIONS

#### A. Administrative Requirements

This Award is subject to the requirements listed below. For further guidance regarding the administrative requirements applicable to this Award see 2 C.F.R. Part 215 (2 C.F.R. Section A, Subparts A-E) or 13 C.F.R. Part 143, as appropriate.

##### 1. Non-Transferability

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security. For further guidance regarding the prior approval process, see Part III (A) (11) below.

##### 2. Subgranting/Subcontracting

This Award may not be sub-granted, to a single entity, but you may contract or subgrant to third parties, as per the proposal, to act as service centers (for the purpose of this award third party does not include SBDC service centers). You may not act as a pass-through or fiscal agent for the purpose of channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You may not contract out the overall administration or day-to-day management of this project to any other party.

You may follow your own procurement policies and procedures when contracting with Project Funds, but you must comply with the requirements of 2 C.F.R. § 215.40 - 215.48 (2 C.F.R. § 200.317 – 200.326) or 13 C.F.R. § 143.36, as appropriate.

##### 3. Record-Keeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand within a reasonable amount of time during regular business hours and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records you must maintain on this project include:



- a. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- b. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 215.34(f) (§ 200.313(d)) or 13 C.F.R. § 143.32(d), as appropriate.
- c. Your ledgers and annual A-133 (2 C.F.R. Section C: Subpart F) Audit Report. If you are not subject to the requirements of the Single Audit Act, you must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- d. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- e. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- f. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B and Part III (A)(17) below.

Records may be kept in hard copy or electronic form and must be retained for no less than three years from the date the final project report is due.

#### 4. Protection of Client Information

Except where a Client consents in writing, you are not permitted to disclose any Client Information to a third party (or share such information with other units of your organization not directly involved in the conduct of this project) without prior SBA approval. For further guidance regarding the prior approval process, see Part III (A) (11) below.

In addition, you cannot disclose a Client's name, address, or telephone number to any party (including SBA), except where:

- a. the Client consents in writing;
- b. a court orders such disclosure; or
- c. SBA determines it is necessary for the purpose of conducting programmatic or financial examinations or Client surveys.

#### 5. Reporting Requirements

You must submit the reports identified in Parts III (A) (6) and (7) below to the GOR on a semiannual basis. The required reporting forms may be obtained at <http://www.sba.gov/content/sbdc-forms-and-worksheets>. Reports must be submitted to the GOR and SBA Project Officer via email. Semiannual reports must be received by the GOR no later than 30 days after the conclusion of the applicable reporting period. The final Semiannual report must be received by the GOR and SBA Project Officer no later than 90 days after the conclusion of the budget year. If you fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected. The semiannual reporting periods for this Award are based on the dates shown in block 5 (SBA Form 1222). The semiannual reporting periods for this Award are as follows:

Award Type	First Semiannual	Due Date	Second Semiannual (Cumulative-Final)	Due Date
CY	01/01/2015 – 06/30/2015	07/30/2015	01/01/2015 – 12/31/2015	03/30/2016

#### 6. Performance Reports

In accordance with the schedule listed in Part III (A)(5) above, you must submit your Performance Progress Reports electronically in a Word format using Standard Form PPR (SF PPR) or your own custom-designed format that includes all the same information required by the SF PPR. You must attach a narrative statement to your SF PPR that details:

- a. All project accomplishments for the reporting period, including a comparison between actual accomplishments and those predicted in the project goals and milestones you presented in your Technical Proposal. Where you failed to achieve the predicted accomplishments, you must explain the reason(s) for that shortfall and describe how you will bring project performance back into alignment with the goals and milestones.
- b. Any lessons learned, best practices identified, notable success stories stated, problems encountered and steps taken to address those problems.
- c. Activities should be reported in the sequence categories 0100 through 2000. See Section VI., B., of the Program Announcement for further information.
- d. Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated, new business start-ups).
- e. Changes in key personnel, service centers and sub recipients that occurred during the performance period.

## 7. Financial Reports

In accordance with the schedule listed in Part III (A)(5) above, you must submit your Federal Financial Reports using Standard Form 425 (SF 425). You must report the matching contributions expended during the reporting period under the "Recipient Share" block on Your SF 425, as applicable. For further guidance regarding matching contributions, see Part III (B)(6) below.

For the first semiannual reporting period you must provide details of your actual expenditures to support the SF 270 and SF425 for the SBDC Network. For the year-end statements you must also provide detailed information regarding your actual expenditures broken down by the same cost category line items identified in your approved budget.

SBA recommends use of the **Detailed Budget Worksheet to support the SF 270, self-populating excel spreadsheet in support of the SF 425, SBA Form 2113 for reporting Program Income (PI), worksheet to support the PI, Schedule of Indirect Cost, and OSBDC Final Comparison Worksheet** for this purpose, but you may present the detailed cost data using your own format provided that format addresses all the required categories of information; all detailed cost data must be identified by object class category, SBA funds, cash match, in-kind match and waived indirect.

## 8. Additional Data Submission Requirements

In addition to the semiannual reports discussed in Parts III (A)(6) and (7) above, you must also annually submit a copy of your most recent audited financial statement. The GOR must receive your A-133 audit report no later than 120 days after the conclusion of your organization's fiscal year.

You must also submit the following reports:

### a. Client Service Data

You must collect and maintain records of counseling on SBA Form 641 and training activities on SBA Form 888 or its equivalent. You are required to submit the client service information from these forms into SBA's Entrepreneurial Development Management Information System (EDMIS). You may submit the information by directly entering data into EDMIS or uploading batch files to the system. All fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. You are also required to complete the Economic Impact Report in EDMIS. If you do not currently collect economic impact data on a client-by client basis you may use general client survey data to complete the separate Economic

Impact Report. The most current version of approved client definitions is available on [archive.sba.gov/private/edmis2/private](http://archive.sba.gov/private/edmis2/private). Other documentation regarding EDMIS is also available at this site;

b. PIMS Maintenance

Lead Center SBDCs must maintain their center and Service Center information in SBA's Partner Identification Management System (PIMS), which interfaces with EDMIS.

For further instructions regarding PIMS maintenance and EDMIS reporting, refer to Program announcement No. OSBDC-2014-01/02, Section VI, B. REPORTING.

**9. Project and Program Integrity**

You must avoid engaging in any actions that may harm the integrity of this project or the SBDC Program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, you must immediately remove them from involvement in this project.

You must avoid both organizational and individual conflicts of interest and your organization may not assist clients with whom it or its principals have business relationships, or in which it or its principals hold financial interests, whether based on debt or equity. Furthermore, you must not permit your employees or agents to assist clients in which they or their immediate family members have financial interests. Your organization, principals, employees, and agents also must not take advantage of any involvement in this project to direct or refer clients to outside business endeavors in which they or their immediate family members have financial interests.

You, your principals, employees, and agents are obligated to report all instances of fraud, waste, or abuse related to this project or to the SBDC Program to the Point of Contact designated in Part I(A)(3) above. If, in your view, that individual does not satisfactorily address its allegations of fraud, waste or abuse, You should report the matter to SBA's Office of Inspector General via the online complaint submission system at [http://web.sba.gov/oigcsc/client/dsp\\_welcome.cfm](http://web.sba.gov/oigcsc/client/dsp_welcome.cfm) or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385.

**10. Project Closeout**

For general guidance regarding project closeout procedures, see Subpart D of 2 C.F.R. Part 215 (Subpart D of 2 C.F.R. Part 200) or Subpart D of 13 C.F.R. Part 143, as appropriate.

At the end date of this Award and if no follow-on award has been made (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable) this project will cease and you may not incur any new reimbursable expenses. You must submit your final performance and financial reports and your final requests for payment within 90 calendar days of the project end date. If you do not submit your final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to you. If you have received a follow-on award under the SBDC Program, you may request permission from SBA to carryover any unexpended Project Funds remaining under this Award to that follow-on award in accordance with Part III (B)(8) below.

If you have not received a follow-on award, you must include a list of all equipment purchased with Project Funds along with your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOR how to should dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 215.34 or 13 C.F.R. § 143.32, as appropriate. Where you have unexpended Program Income remaining at the end date of this Award, you must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding Program Income, see Part III (B)(7) below.

Where SBA has designated another organization as your successor for purposes of the SBDC Program, you must turn over all equipment, materials (including top-level domains and web

content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the Project to your designated successor.

**11. Actions Requiring Prior Approval**

Before taking any of the following actions, you must obtain advance approval from SBA:

- a. Changing the scope of the project or amending the approved project goals and milestones;
- b. Additional line item expenditures not specified or shown without cost on the approved budget;
- c. Any budget revisions to Federal and matching funds, including fund transfers between cost categories when the gross amount of funds involved is greater than 10 percent of the overall project budget;
- d. Changing your Key Personnel, i.e., service center directors, associate state/regional directors and state/regional directors require prior approval, all others the SBDC must advise SBA of the change;
- e. Entering into a contract calling for the expenditure of \$25,000.00 or more in Project Funds, with the exception of subrecipient agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$25,000 or more in aggregated Project Funds unless included in the proposal;
- f. Purchasing or disposing of a piece of equipment with an acquisition cost of \$5000 or more, when not included in the proposal;
- g. Travel outside the United States and its territories or unanticipated out-of-state travel not in the approved budget;
- h. Changing the amount claimed for indirect costs in excess of the approved budget (Federal and matching funds);
- i. Use of the SBA logo on any social media sites or services;
- j. Use of Project funds for minor renovations of an existing facility;
- k. Establishing or reorganizing a legal entity;

You must submit requests for prior approval to the GOR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 215.25 (§ 200.308); 13 C.F.R. § 143.30; 2 C.F.R. Part 220, Appendix A (2 C.F.R. Subpart E); ¶ J(18); 2 C.F.R. Part 225, Appendix B, ¶ 15; and/or 2 C.F.R. Part 230, Appendix B, ¶ 15 (2 C.F.R. § 200.439); for further guidance regarding prior approval requirements, as applicable.

**12. Acknowledgment of SBA Support/Use of SBA's Logo/Publication Requirements**

It is important that your clients and the general public are aware of the **SBDC** Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, you must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items. The SBA logo which appears below will be provided upon request to your GOR.



Where you use Project Funds to produce materials featuring editorial content, you must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, you must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, you may use "SBA" in the acknowledgment of support statement instead of "U.S. Small Business Administration."

You may elect to use SBA's logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high resolution copy of SBA's logo and a copy of SBA's Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to your organization's logo or may be placed in a prominent location elsewhere in the material. However, SBA's logo may not be placed in proximity to any third party's logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization's parent entity is not considered a third party). Additionally, in each instance where you use the SBA logo, you must also include the acknowledgment of support statement in reasonable proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, **UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual.** For further guidance regarding the prior approval process, see Part III (A) (12) above.

### 13. Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgment of support clause in a prominent location in accordance with Part III (A)(14) above. In addition, project websites are subject to the prior approval requirements of Part III (A)(12) and the project closeout requirements of Part III (A)(11) above.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program, or SBA.

### 14. Co-Sponsored Activities

Your organization may collaborate with SBA and other current SBA grant recipients for the purpose of co-hosting activities within the scope of this Award without the need for a separate written

agreement. SBA's logo may be used in conjunction with such co-hosted activities. However, where a proposed activity with SBA includes contributors, co-hosts, or co-sponsors that are not current SBA grant recipients or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of SBA's logo, see Part III (A)(12) above.

**15. Accessibility of Facilities and Events**

In accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities you use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements].

**16. Applicable Law**

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs) you submitted as part of your approved application:

- 5 U.S.C. App. 1 (Inspector General Act of 1978);
- 15 U.S.C. § 631 et seq. (Small Business Act);
- 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with Federal Government);
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- 49 U.S.C. App. 1517 (Fly America Act);
- 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- 13 C.F.R. Part 146 (Restrictions on Lobbying);
- 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving);
- Executive Order 13333 (Amending Executive Order 13257 to Implement the Trafficking Victims Protection Reauthorization Act of 2003);
- 22 USC § 7104 (Prevention of Trafficking)
- Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA's Standard Operating Procedures (SOPs);
- Title VI of the Civil Rights Act of 1964;
- 44 USC § 3501 (Paperwork Reduction Act);
- Executive Order 12600 (Pre-disclosure notification procedures for confidential commercial information);
- 5 USC § 552 (Freedom of Information Act);
- 15 USC § 648 (SB Act, SBDC Program)

**17. Dispute Resolution**

If a dispute arises between your organization and SBA on any matter not involving the suspension, termination, or non-renewal of this Award, you may request formal resolution of that dispute in accordance with 13 C.F.R. § 130.630.

**18. Termination/Suspension/Enforcement**

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see 13 C.F.R. § 130.700. SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

**B. Financial Requirements**

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award see 2 C.F.R. Parts 220, 225, or 230 (2 C.F.R. Subpart E); or 48 C.F.R. Subpart 31.2, as appropriate.

**1. Charging Costs to this Award**

All costs charged to this Award are subject to audit and examination. You are responsible for insuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award. In addition, you are not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities, as discussed in Part III (B)(2) below;
- New Construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/OSBDC or DAA/OSBDC on a case-by-case basis
- Litigation, whether civil, criminal, or administrative;
- Providing matching contributions to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the Program Manager (however, Project Funds may be used to pay transportation expenses for local travel). Local travel is any travel conducted entirely within a 50-mile radius of your organization's address of record.

**2. Transactions with Suspended or Debarred Entities**

You cannot use Project Funds or Project Resources to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, You cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status.

You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this Award. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (<https://www.sam.gov/>). Additionally, in cases involving the counseling of clients, You may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

**3. Liability/Indemnification**

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely your responsibility. SBA will not indemnify you or your employees or officers and, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. Part 220, Appendix A, ¶ J(25); 2 C.F.R. Part 225, Appendix B, ¶ 25; or 2 C.F.R. Part 230, Appendix B, ¶ 22 (2 C.F.R. Subpart E §200.447), as appropriate.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between your organization and third parties. SBA will have no involvement in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties, which are subsequently determined to have been unallowable or otherwise improper.

**4. Adherence to the Approved Budget**

You must expend Project Funds in accordance with Your approved budget. You do have the discretion, however, to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget. Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, You must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA. For further guidance regarding the prior approval process, see Part III(A)(11) above.

**5. Funds from Multiple SBA Awards**

If your organization holds any other current financial assistance awards from SBA, you must avoid commingling of funds and overlapping or double-claiming of costs and deliverables among those awards. You must treat each project as separate and discrete with individual reporting, accounting, and audit trails.

**6. Matching Contributions**

You are required to provide matching support for this Award from non-Federal sources at the rate of 100 percent -- i.e., one non-Federal dollar for each one Federal dollar. At least 50% of the Matching Funds must be Cash Match. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions, or indirect costs. You must document that you have obtained and expended the required level of match in support of project activities. For further guidance regarding documentation and recordkeeping requirements, see Part III (A)(3) above.

You may receive contributions of matching support from any non-Federal source, such as State, local, or tribal governments, private individuals, corporations, or foundations. In addition, you may provide matching support for this Award by utilizing your own or your parent entity's resources. Matching contributions may take the form of cash or cash equivalent, or in-kind donations such as free or reduced price goods, services, or facilities or indirect costs.

If the amount of match reported on Your SF 270s indicates that You are trending toward not meeting the required level of match, SBA will require You to provide an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will be back on track for meeting the match requirement.

If you are chronically or seriously undermatched, you will not be eligible to receive advance payments for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If you are undermatched at the end of a Budget Period, you will be required to remit to SBA all Federal funds you received but were unable to match. Furthermore, if you fail to meet your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action as it deems appropriate. For additional guidance regarding enforcement actions under this Award, see Part III (A)(18) above.

Overmatch (expended within one budget period) may be used:

- a. as match against additional Federal funding within the same budget period;



- b. to offset confirmed audit disallowances applicable to the budget period in which the overmatch was expended; and/or
- c. to match Federal funds approved for carryover from the same budget period into the next budget period.

After the overmatch is claimed on the final SF 425 (FFR), and on or before the initial FFR is due for the carryover report period, the Recipient must revise the final FFR to exclude the overmatched portion of non-Federal funds that will be used as match for the carryover. Federal carryover funds and non-federal match are reported on SF-425 separately from current year funds.

Overmatch used for any of the above purposes may not be used as match for any other purpose.

For further guidance regarding matching contributions, see 2 C.F.R. § 215.23 (2 C.F.R. Subpart D §200.306) or 13 C.F.R. § 143.24, as appropriate.

**7. Disposition of Program Income**

Program Income generated under this Award must be added to the Project Funds and used to further eligible project or program objectives. In addition, on SBA Form 2113-Program Income and worksheet you submit you must note all Program Income earned and expended during that reporting period. A self-populating excel worksheet to the SBA Form 2113-Program Income may be obtained from the OSBDC website at [www.sba.gov/content/sbdc-forms-and-worksheets](http://www.sba.gov/content/sbdc-forms-and-worksheets).

For further guidance regarding Program Income, see 2 C.F.R. § 215.24(2 C.F.R. Subpart D §200.307) or 13 C.F.R. § 143.25, as appropriate.

**8. Refunds of Award Expenses**

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, you must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA to avoid being undermatched.

**9. Financial Stability**

In order to continue being entrusted with public funds, Your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to suspend, terminate, or decline to renew this and any other Awards You receive from the Agency and may also lead to Your debarment by SBA.

For further guidance regarding enforcement actions SBA may take under this Award, see Part III (A)(18) above. For further guidance regarding debarment, see 2 C.F.R. Parts 180 and 2700.

**10. Payment**

Payment will be made by reimbursement. For general guidance regarding payments under this Award, see 2 C.F.R. § 215.22 (2 C.F.R. Subpart D §200.305) or 13 C.F.R. § 143.21, as appropriate. You must draw down Federal funds only as needed to meet actual or estimated expenditures for the relevant reporting period. You must avoid accumulating Federal funds in excess of current disbursement needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions see Part III (B)(6) above.

To request payments, you must provide SBA with your bank routing number and account information and submit a Standard Form 270, 'Request for Advance or Reimbursement', signed by the authorized representative of the Recipient organization. Any failure by you to properly complete and submit the required forms will cause substantial delay in processing your payment request.

- a. Forms must be submitted via email to [SBDCPayments@sba.gov](mailto:SBDCPayments@sba.gov).
- b. Problems or questions relating to payment under this Cooperative Agreement must be directed promptly to Monika Nixon at the above email, or mailing address; telephone number: (202) 205-7310; and Facsimile: (202) 481-5624.
- c. The Recipient must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment.
- d. The Recipient must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.
- e. Recipients must enter in line 11f of SF-270 (Non-Federal share of amount on line e).
- f. The final SF-270 must show 100 percent matching funds, which includes no less than 50 percent cash match used to support federal payment during the award period. Final SF-270 without required match will be denied payment.
- g. If the amount of match reported on Your SF 270s indicates that You are trending toward not meeting the required level of match, SBA will require You to provide an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will be back on track for meeting the match requirement.

You are responsible for submitting all payment requests in a timely manner at least quarterly (i.e. 3/31; 6/30; 9/30 and or 12/31) but not more frequently than monthly. **SBA will not process any payment request you submit more than 90 calendar days after the conclusion of the relevant Budget Period.** For further guidance regarding project closeout procedures, see Part III (A)(10) above.

For all Federal funds disbursed under this Award, you must retain copies of receipts, invoices, subcontracts, evidence of matching contributions, and similar items providing documentary support in accordance with Part III (A)(3) above. All payments will be made based on your demonstrated, bona fide disbursement requirements, consistent with the approved budget and project goals and milestones.

Should you wish to request payment in advance, you must certify that you have the required level of matching contributions, justify why an advance is necessary, and detail how the advance funds will be expended over the specified period covered by the request. Advances are limited to the minimum amounts needed and must be timed to be in accordance with your actual, immediate disbursement requirements. You must deposit and maintain advances of Federal funds in interest-bearing, FDIC-insured accounts. You are encouraged to use banks that are at least 50 percent owned by women or minorities. If you do not fully expend an advance payment within 30 calendar days of disbursement, you must promptly refund any remaining amount to SBA. For further guidance regarding interest earned on advances of Federal funds, see 2 C.F.R. § 215.22 (2 C.F.R. Subpart D §200.305) or 13 C.F.R. § 143.21(i), as appropriate.

#### 11. Request for Carryover of Funds

If SBA has notified you in writing that you will receive a follow-on award at the conclusion of this Award, you may request permission to carryover any unexpended funds remaining under this Award to your follow-on award. SBA reserves the right to offset the amount of the follow-on award by the amount of carryover, as it deems appropriate. Carryover funds may not be commingled with follow-on award funds and must be reported and accounted for separately with their own audit trail. Funds made available under this Award may not be carried over more than once.

You must submit a written notice of intent to carryover funds before the budget period ends for your Cooperative Agreement by email to your PO, GOR and GMO.

You must submit to the GOR your carryover request in writing no later than 90 days after the end of the Budget/Project Period for this Award. Carryover requests must include the following:

- a. Revised cost proposal (SF 424, SF 424A and Budget Justification);
- b. Narrative explaining why the funds were not expended during the period in which they were awarded;
- c. Evidence of match. The match requirement for carryover funds can be met by using match from the current Budget Period (overmatch must be claimed on the final 425 before use), an increase in funds pledged to the follow-on award by the Recipient, or any combination of these. Note: In-Kind services performed during the current Budget Period may not be carried over to a subsequent Budget Period even if they were not previously claimed as match.

**12. Exercise of Option Periods**

In deciding whether to exercise an option period under this Award, SBA will consider, including but not limited to, the continuing SBDC Program authority, the availability of funds, and your record of past performance. SBA will notify you in writing of the Agency's decision to exercise or decline an option period no later than 60 days prior to the end of the current Budget Period. If SBA exercises an option period, you must submit an updated Standard Form 424 – Application for Federal Financial Assistance (SF 424) covering the Budget Period for that option as specified in the Program Announcement for Renewal of the Cooperative Agreement for current recipient organizations.

If you fail to submit your updated SF 424 before this deadline ends, SBA may reverse its prior decision and decline to exercise the option period. Disputes regarding SBA's decision to exercise or decline an option period will be handled in accordance with Part III (A)(17) above.

**13. Private Sector Competition**

SBDCs should not compete with the private sector and must make every effort to avoid the appearance of competition with the private sector.

**14. Publication and Postage Requirements**

Any publication generated by an SBDC with program funds, whether copyrighted or not, must include an acknowledgment of support by SBA. For further guidance regarding the Use of SBA logo and acknowledgment of support see Part III (A) (12) above. This includes, but is not limited to, newsletters and training brochures. Publications produced by the SBDC must promote SBDC services and provide information of direct benefit to the SBDC's local small business community. Lead Centers and SBDC Service Centers are not authorized to utilize any type of SBA postage franking privilege.

**15. Changes in Points of Communication**

The SBDC Lead Center Director must notify the SBA District Director(s) and the OSBDC within 10 days when changes occur in contact information such as physical addresses for Lead and Service Centers, telephone numbers, fax numbers, email and website addresses.

**16. Selection of a Lead Center SBDC Director**

In the case of a Lead Center Director vacancy, the Recipient Organization must notify the SBA District Director (DD), Regional Administrator and AA/OSBDC within 10 business days when a Lead Center Director vacancy is going to occur. A new SBDC Lead Center Director should be selected as soon as possible; recruitment plans for filling the vacancy in excess of 120 days beyond the Director's departure date must have prior approval of the AA/OSBDC.

Prerequisite to filling a Lead Center Director position, the Recipient Organization must submit recruitment and selection plans for an SBDC Lead Center Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and to the OSBDC Program Manager for approval of the plan's adequacy. The plan should include the expected timeframe for filling the vacancy, whatever steps are necessary to obtain an adequate and qualified candidate pool for the position (preferably conducting a national search), and the sources used for the recruitment, including professional organizations, the resources of the America's Small Business Development Centers (ASBDC), etc. However, no SBA employee may participate in any manner in the selection process for any SBDC employees (including Lead or Service Center Directors). In particular, no SBA employee may participate in a candidate review panel or urge the Recipient Organization to consider or select a particular candidate.

An interim Director must be appointed until a permanent Lead Center Director is selected and the District Director, the Regional Administrator and the AA/OSBDC must be notified of such appointment. The interim Director must spend at least 50% of their time and effort on the SBDC Program.

The SBA District Director (or lead District Director) will evaluate the credentials of the selected candidate in order to determine whether that individual meets the requirements necessary for the position as described in this document and either concur or object to the selection. If the District Director objects to the selection of the SBDC Lead Center Director candidate, he or she must provide a written copy of his/her decision to the Recipient Organization, the Regional Administrator and the AA/OSBDC. That objection must set forth the relevant selection criteria which the District Director believes the candidate failed to meet.

Upon receipt of a written objection, the AA/OSBDC shall review the reason(s) for the objection with the appropriate parties including the Recipient Organization, the Regional Administrator and the District Director (or lead District Director). The AA/OSBDC will make the final determination. If the AA/OSBDC upholds the SBA District Director's (or lead District Director) objection, the Recipient Organization must either select one of the remaining qualified candidates according to the Recipient Organization's policies or conduct a new recruitment process for the Lead Center Director position.





In all matters concerning the hiring of a Lead Center Director, time is of the essence; all applicable law applies.

#### **17. Financial Examinations, Program Reviews and Accreditation**

As outlined in 15 USC § 648(k), biennial programmatic and financial examinations of SBDCs are conducted by the Financial Examination Unit on behalf of the AA/OSBDC or a representative. SBA financial examinations are conducted by professional Financial Examiners which may either be SBA staff or contractors. SBA program review reports are prepared by OSBDC Program Managers and on-site compliance reviews are conducted by OSBDC Program Managers and/or SBA Project Officers using criteria developed by SBA/OSBDC. Specific to these criteria, You must briefly describe how their current strategic plan aligns with the programs, priorities, services, resources and goals (milestones) committed to within the technical proposal. An OSBDC Program Manager may ask for the SBDC's strategic plan at any time.

The level of financial review to be conducted is determined by a risk analysis based upon information received in response to the annual risk assessment package distributed by the ASBDC to all networks that will be reviewed in that annual cycle. You must respond to the financial risk assessment by the date indicated. SBA will review these responses and enter the information into the risk assessment tool to determine level of financial review that will be performed during that annual cycle. SBDCs will be notified as to the time and level of financial review following completion of the risk assessment. In the event that responses are not received from You the risk assessment package SBA will consider You to be high risk and will automatically schedule an on-site visit.

The following table describes the financial report delivery process and timeline:

AA/ED/Financial Examination Unit (FEU) completes examination and sends draft report to SBDC for comment		SBDC reviews draft report and responds to FEU with any comments within five working days of receipt.
FEU has five working days to complete examination report and incorporate any comments made by the SBDC.		FEU considers any comments from SBDC and submits final draft examination report to OSBDC.
Five days after receipt of the report from FEU, OSBDC sends the final examination report to the SBDC.		45 days from the date of OSBDC cover letter accompanying the final report, the SBDC responds to OSBDC with corrective actions (if any).
OSBDC forwards the SBDC corrective actions plan (if any) to FEU.		FEU has five working days to submit to OSBDC comment on the corrective actions plan (if any) by the SBDC.

The ASBDC, through a contract with the SBA, performs the SBDC Accreditation reviews. As stated in the Small Business Act, the SBA may not renew or extend a Cooperative Agreement with an SBDC unless the SBDC has been approved under the Accreditation program except when the AA/OSBDC waives the requirement upon a showing that the center is making a good faith effort to obtain Accreditation.

An SBDC's Accreditation review may result in one of the following recommendations from the review committee:

- Approve for full Accreditation.
- Approve for Accreditation with conditions (to be remedied within 12 months).
- Suspend Accreditation until conditions are met (to be remedied within 18 months).
- Deny Accreditation.

If the review results in a recommendation for suspension of Accreditation until conditions are met, You must prepare and submit to the AA/OSBDC a plan of work describing actions to be taken and a timeframe for overcoming the findings identified in the report.

If the Accreditation committee recommends denial, the AA/OSBDC may suspend the Accreditation requirement until conditions are met within a designated period as discussed above, or advise You that the process to select a new host will be initiated and that You are expected to assist with a smooth transition to the succeeding host.

#### IV. DEFINITIONS

The following definitions apply to this Award. For additional definitions relating to the SBDC Program, see 13 CFR 130.110 and Program Announcement number OSBDC-2014.

**Award** – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant or cooperative agreement.

**Client** – an entity receiving technical assistance under this Award. A Client may be an existing small business concern or an individual interested in owning and operating a small business concern.

**Client Information** – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.

**Overmatch(ed)** – a level of matching contributions that exceeds the amount required.

**Program Income** – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees (examples include fees for training events or specialized services), sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Program income also includes fees that are not actually received by the Recipient, but whose disposition is controlled by the Recipient through its SBDC Network. Program income does not include interest earned on advances of federal funds. Under co-sponsorship arrangements between SBDCs and other organizations for activities outside the SBDC Cooperative Agreement, fees collected and retained by the third party are not considered program income. That portion of gross fees allocable to the SBDC shall be collected and accountable as SBDC program income. The Recipient will not use Program income to match the federal dollars provided or in place of funds already budgeted in the Cooperative Agreement.

**Project Funds** – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.

**Project Resources** – non-monetary items such as facilities, equipment, supplies, and staff time that are utilized to further project objectives and whose costs are supported (in whole or in part) with Project Funds.

**Undermatch(ed)** – a level of matching contributions that fails to meet the amount required.

**You** – are the recipient organization for this Award.

**Waived Indirect** – non-Federal indirect match.

V. APPROVED BUDGET

COST CATEGORY & SUB-ITEMS	FEDERAL SHARE SBA	NON-FEDERAL SHARE			TOTAL AMOUNT
		CASH	IN-KIND	INDIRECT	
a. Personnel	\$ 856,297.00	\$ 944,802.00	\$ -		\$ 1,801,099.00
b. Fringe Benefits	\$ 336,116.00	\$ 436,077.00	\$ -	\$ -	\$ 772,193.00
c. Travel	\$ 67,906.00	\$ -	\$ -	\$ -	\$ 67,906.00
d. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
e. Supplies	\$ 17,134.00	\$ -	\$ -	\$ -	\$ 17,134.00
f. Contractual	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
g. Consultants	\$ 43,060.00	\$ -	\$ -	\$ -	\$ 43,060.00
h. Other	\$ 232,040.00	\$ -	\$ -	\$ -	\$ 232,040.00
i. Total Direct Charges	\$ 1,554,553.00	\$ 1,380,879.00	\$ -		\$ 2,935,432.00
j. Indirect Charges	\$ 379,473.00	\$ -	\$ -	\$ 553,147.00	\$ 932,620.00
<b>TOTALS</b>	<b>\$ 1,934,026.00</b>	<b>\$ 1,380,879.00</b>	<b>\$ -</b>	<b>\$ 553,147.00</b>	<b>\$ 3,868,052.00</b>

Note: All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to insure proper management and financial accountability of Federal funds to preclude future cost disallowances.

**VI. PROGRAM LEAD CENTER AND NETWORK SERVICE CENTERS**

1. University of Wisconsin – Extension, Lead Center, Madison
2. University of Wisconsin, Eau Claire
3. University of Wisconsin, Green Bay
4. University of Wisconsin, La Crosse
5. University of Wisconsin, Madison
6. University of Wisconsin, Milwaukee
7. University of Wisconsin, Oshkosh
8. University of Wisconsin, Parkside
9. University of Wisconsin, Platteville
10. University of Wisconsin, River Falls
11. University of Wisconsin, Stevens Point
12. University of Wisconsin, Superior
13. University of Wisconsin, Whitewater
14. Wisconsin Innovative Service Center
15. Wisconsin Business Answer Line





U.S. SMALL BUSINESS ADMINISTRATION  
WASHINGTON, D.C. 20416

MAY 8 2015

Ms. Jordon Ott  
Director, Office of Extramural Support  
Board of Regents of the UW-System, UW-Extension  
432 N. Lake Street, Room 104  
Madison, WI 53706-1415

Reference: SBDC Cooperative Agreement Number: SBAHQ-15-B-0052/0001  
Administrative Number: 5-603001-EZ-0054A

Dear Ms. Ott:

Enclosed is Modification No. 0001 under the above referenced Cooperative Agreement. This is notification that the actual amount of your Calendar Year 2015 award has been determined for the Wisconsin Small Business Development Center. Federal funding in the amount of \$1,957,778 is available in accordance with the Small Business Act (15 U.S.C. § 648), and the Public Law 113-235, Consolidated and Further Continuing Appropriations Act, 2015 (12/16/2014), which is a \$23,752 increase of your initial award notification.

Additionally, this modification makes administrative corrections to the Notice of Award terms and conditions Part I (B) "Project and Budget Periods," Part III (A) (3) "Record Keeping," Part III (A) (9) "Project and Program Integrity," Part III (A) (10) "Project Closeout," Part III (A) (11) "Actions Requiring Prior Approval," Part III (A) (12) "Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements," Part III (A) (13) "Project Website," Part III (A) (18) "Termination/Suspension/Enforcement," Part III (B) (7) "Program Income and Program Income Distribution," and Title 2 Code of Federal Regulations Part 200 supersedes Block 14 (SBA Form 1222).

Two copies of the revised award documents are enclosed for your review. If you agree with the provisions, please complete blocks 15A, 15B and 15C (Standard Form 30) with signature and date on both copies. Retain one copy for your files and return the other copy to the Small Business Administration (SBA). Our mailing address is:

U.S. Small Business Administration  
Office of the Small Business Development Centers (OSBDC)  
409 Third Street, SW, 6th Floor  
Washington, DC 20416  
Attn: Edna Greene, Grants Management Specialist

If you have any questions about the administrative aspects of this award, please call the OSBDC at (202) 205-6766.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Henry', with a stylized, flowing script.

Scott Henry  
Acting Associate Administrator  
Office of the Small Business Development Centers

Enclosures

cc: OSBDC Grants File  
**Sent by email to:**  
Bon Wikenheiser, SBDC State Director  
Marianne O'Brien Markowitz, SBA Regional Administrator  
Eric Ness, District Director  
Tammie Clendenning, Project Officer  
Dave Jackson, Grants Officer's Representative

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 7	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0001		04/17/2015		5603001EZ0054A	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
		CODE 603001		CODE	
Small Business Administration Ofc. of Small Bus. Development Ctrs 6th Floor 409 3rd St., S.W. Washington DC 20416					
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
UNIVERSITY OF WISCONSIN SYSTEM Attn: JORDON OTT BOARD OF REGENTS of the UW-SYSTEM, UW-EXTENSION 432 N LAKE ST ROOM 104 MADISON WI 53706-1415		(x)			
CODE 080490584 FACILITY CODE		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. SBAHQ-15-B-0052			
		10B. DATED (SEE ITEM 13) 02/06/2015			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)** Net Increase: \$1,582,577.00  
1515.560400DB.603001.20251.4110

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
X	<b>D. OTHER (Specify type of modification and authority)</b> 15 USC 648; 31 USC 6305; 13 CFR Part 130

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 080490584

This modification is issued to authorize Federal funding in the amount of \$1,957,778 which is available in accordance with the Small Business Act (15 U.S.C. § 648), Pub. L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015 (12/16/2014), and your revised Application (Standard Form 424) dated 01/30/2015, which are incorporated by reference. See Approved Budget on page 7.

This modification also makes administrative changes to the following Notice of Award terms and conditions:

1. Title 2, Code of Federal Regulations §200.104 and §200.110, supersedes block 14 (SBA Continued ...)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Doris Young	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>18C. DATE SIGNED</b>	
(Signature of person authorized to sign)		05/08/2015	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

SBAHQ-15-B-0052/0001

PAGE OF

2

7

NAME OF OFFEROR OR CONTRACTOR

UNIVERSITY OF WISCONSIN SYSTEM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Form 1222) and the applicable cite reference throughout this award.</p> <p>2. The submission of a Multi-Year Proposal is no longer an option. Therefore, the recipients of 2015 multi-year proposals (if applicable) must submit the forms and certifications below, which are required for a Single Year Proposal. See Section 4.1.4 of Program Announcement No. OSBDC-2015-02.</p> <ul style="list-style-type: none"><li>• Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions (SBA Form 1623)</li><li>• Certification Regarding Drug-Free Workplace Requirements</li><li>• Certification Regarding Lobbying (SBA Form 1711)</li><li>• Disclosure Form (SF-LLL)</li><li>• Cost Sharing (SBA Form 1224)</li><li>• Assurances Non-Construction Programs SF-424B</li></ul> <p>Additionally, this modification replaces language from the previously issued Notice of Award. See page 3.</p> <p>Period of Performance: 01/01/2015 to 12/31/2015</p>				

The language set forth below replaces the language for each section of the previously issued Notice of Award.

**I. ADMINISTRATIVE PROVISIONS**

**B. Project and Budget Periods**

The period of performance for this award will consist of a base period of 12 months (01/01/2015 – 12/31/2015).

**III. GENERAL TERMS AND CONDITIONS**

**A. Administrative Requirements**

**3. Record-Keeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand within a reasonable amount of time during regular business hours and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records you must maintain on this project include:

- a. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- b. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 215.34(f) (§ 200.313(d)) or 13 C.F.R. § 143.32(d), as appropriate.
- c. Your ledgers and annual A-133 (2 C.F.R. Section C: Subpart F) Audit Report. If you are not subject to the requirements of the Single Audit Act, you must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- d. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- e. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- f. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B and Part III (A)(17) below.

Records may be kept in hard copy or electronic form and must be retained for no less than three years from the date the final project report is due. For further guidance regarding recordkeeping requirements see 2 C.F.R. §§ 200.333-200.337.

**III. GENERAL TERMS AND CONDITIONS**

**A. Administrative Requirements**

**9. Project and Program Integrity**

You must avoid engaging in any actions that may harm the integrity of this project or the SBDC Program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, you must immediately remove them from involvement in this project.

You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.110.

You, your principals, employees, and agents are obligated to report all instances of fraud, waste, or abuse related to this project or to the SBDC Program to the Point of Contact designated in Part I(A)(3) above. If, in your view, that individual does not satisfactorily address its allegations of fraud, waste or abuse, You should report the matter to SBA's Office of Inspector General via the online complaint submission system at [http://web.sba.gov/oigcscs/client/dsp\\_welcome.cfm](http://web.sba.gov/oigcscs/client/dsp_welcome.cfm) or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385.

### III. GENERAL TERMS AND CONDITIONS

#### A. Administrative Requirements

##### 10. Project Closeout

For general guidance regarding project closeout procedures, see (2 C.F.R. §§ 200.343-200.344).

At the end date of this Award and if no follow-on award has been made (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable) this project will cease and you may not incur any new reimbursable expenses. You must submit your final performance and financial reports and your final requests for payment within 90 calendar days of the project end date. If you do not submit your final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to you. If you have received a follow-on award under the SBDC Program, you may request permission from SBA to carryover any unexpended Project Funds remaining under this Award to that follow-on award in accordance with Part III (B)(8) below.

If you have not received a follow-on award, you must include a list of all equipment purchased with Project Funds along with your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOR how to should dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see (2 C.F.R. § 200.313(e)). Where you have unexpended Program Income remaining at the end date of this Award, you must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding Program Income, see Part III (B)(7) below.

Where SBA has designated another organization as your successor for purposes of the SBDC Program, you must turn over all equipment, materials (including top-level domains and web content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the Project to your designated successor.

### III. GENERAL TERMS AND CONDITIONS

#### A. Administrative Requirements

##### 11. Actions Requiring Prior Approval

Before taking any of the following actions, you must obtain advance approval from SBA:

- a. Changing the scope of the project or amending the approved project goals and milestones;
- b. Additional line item expenditures not specified or shown without cost on the approved budget;
- c. Any budget revisions to Federal and matching funds, including fund transfers between cost categories when the gross amount of funds involved is greater than 10 percent of the overall project budget;

- d. Changing your Key Personnel, i.e., service center directors, associate state/regional directors and state/regional directors require prior approval, all others the SBDC must advise SBA of the change;
- e. Entering into a contract calling for the expenditure of \$25,000.00 or more in Project Funds, with the exception of subrecipient agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$25,000 or more in aggregated Project Funds unless included in the proposal;
- f. Purchasing or disposing of a piece of equipment with an acquisition cost of \$5000 or more, when not included in the proposal;
- g. Travel outside the United States and its territories or unanticipated out-of-state travel not in the approved budget;
- h. Changing the amount claimed for indirect costs in excess of the approved budget (Federal and matching funds);
- i. Use of the SBA logo on any social media sites or services;
- j. Use of Project funds for minor renovations of an existing facility;
- k. Establishing or reorganizing a legal entity;

You must submit requests for prior approval to the GOR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 200.407 for further guidance regarding prior approval requirements.

## II. GENERAL TERMS AND CONDITIONS

### A. Administrative Requirements

#### 12. Acknowledgment of SBA Support/Use of SBA's Logo/Publication Requirements

It is important that your clients and the general public are aware of the SBDC Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, you must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items. The SBA logo which appears below will be provided upon request to your GOR.



Where you use Project Funds to produce materials featuring editorial content, you must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, you must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, you may use "SBA" in the acknowledgment of support statement instead of "U.S. Small Business Administration."

You may elect to use SBA's logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high resolution copy of SBA's logo and a copy of SBA's Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to your organization's logo or may be placed in a prominent location elsewhere in the material. However, SBA's logo may not be placed in proximity to any third party's logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization's parent entity is not considered a third party). Additionally, in each instance where you use the SBA logo, you must also include the acknowledgement of support statement in reasonable proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, **UNDER NO CIRCUMSTANCES** may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. For further guidance regarding the prior approval process, see Part III (A) (11) above.

### III. GENERAL TERMS AND CONDITIONS

#### A. Administrative Requirements

##### 13. Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgment of support clause in a prominent location in accordance with Part III (A)(12) above. In addition, project websites are subject to the prior approval requirements of Part III (A)(11) and the project closeout requirements of Part III (A)(10) above.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program, or SBA.

### III. GENERAL TERMS AND CONDITIONS

#### A. Administrative Requirements

##### 18. Termination/Suspension/Enforcement

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see (2 C.F.R. §§ 200.339-200.342) SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

### III. GENERAL TERMS AND CONDITIONS

#### B. Financial Requirements



## 7. Program Income and Program Income Disposition

The generation of program income under this Award is allowable.

Program Income funds generated under this Award may not be used to meet the match requirement for this Award.

Program Income generated under this Award must be added to the Project Funds and used to further eligible project or program objectives. In addition, on SBA Form 2113-Program Income and worksheet you submit you must note all Program Income earned and expended during that reporting period. A self-populating excel worksheet to the SBA Form 2113-Program Income may be obtained from the OSBDC website at [www.sba.gov/content/sbdc-forms-and-worksheets](http://www.sba.gov/content/sbdc-forms-and-worksheets).

For further guidance regarding Program Income, see Part IV "Definitions" below, (2 C.F.R. Part 200, Subpart E).

## V. APPROVED BUDGET

COST CATEGORY & SUB-ITEMS	FEDERAL SHARE SBA	NON-FEDERAL SHARE			TOTAL AMOUNT
		CASH	IN-KIND	INDIRECT	
a. Personnel	\$ 879,676.00	\$ 945,462.00	\$ -		\$ 1,825,138.00
b. Fringe Benefits	\$ 347,469.00	\$ 436,291.00	\$ -	\$ -	\$ 783,760.00
c. Travel	\$ 73,734.00	\$ -	\$ -	\$ -	\$ 73,734.00
d. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
e. Supplies	\$ 17,143.00	\$ -	\$ -	\$ -	\$ 17,143.00
f. Contractual	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
g. Consultants	\$ 46,112.00	\$ -	\$ -	\$ -	\$ 46,112.00
h. Other	\$ 221,067.00	\$ -	\$ -	\$ -	\$ 221,067.00
i. Total Direct Charges	\$ 1,587,201.00	\$ 1,381,753.00	\$ -		\$ 2,968,954.00
j. Indirect Charges	\$ 370,577.00	\$ -	\$ -	\$ 576,025.00	\$ 946,602.00
<b>TOTALS</b>	<b>\$ 1,957,778.00</b>	<b>\$ 1,381,753.00</b>	<b>\$ -</b>	<b>\$ 576,025.00</b>	<b>\$ 3,915,556.00</b>

Note: All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to insure proper management and financial accountability of Federal funds to preclude future cost disallowances.