**NOTE: THIS INTERIM TASK AGREEMENT TEMPLATE SHALL BE USED FOR ALL CESU TASK AGREEMENTS OBLIGATED ON OR AFTER DECEMBER 26, 2014 UNTIL MODIFICATIONS TO THE CESU MASTER COOPERATIVE AGREEMENTS TO ADD THE NEW FA REGULATIONS THAT WENT INTO EFFECT DECEMBER 26, 2014 HAVE BEEN SIGNED AND RELEASED IN PRISM. AFTER THE MODIFICATIONS HAVE BEEN COMPLETED THE STANDARD NPS TA TEMPLATE SHALL BE USED.**

FILL IN PORTIONS AND GUIDANCE ARE HIGHLIGHTED IN YELLOW. DELETE BEFORE DISTRIBUTING TO RECIPIENT.

**Task Agreement Number (FBMS will assign agreement number)**

Under

Master Cooperative Agreement PXXXXXXXXXX

Between

#### The United States Department of the Interior

National Park Service

And

[INSERT THE NAME OF THE RECIPIENT]

DUNS No: XXXXXXXXX

TAX ID No: XXXXXXX

Address

City/State/Zip

County

**CFDA:** XX.XXX

**Project Title:** XXXX

**Account:**

**Amount of Federal Funds Obligated:** $XXX

**Total Amount of Task Agreement Award:** *[Funding including Recipient Cost Share if applicable]* $XXX

**Period of Performance:**

**Acceptance**: Acceptance of a Federal Financial Assistance award from The Department of the Interior carries with it the responsibility to be aware of and to comply with the terms and conditions of award per <http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm> and in accordance with applicable OMB circulars <http://www.whitehouse.gov/omb/grants_circulars/>

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date therein written:

[Insert Name of Signatory here] Date

[Title]

**FOR (THE RECIPIENT NAME)**

[Name] Date

Awarding Officer

**FOR THE NATIONAL PARK SERVICE** *– This should fit onto one page after template guidance is removed*

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Cooperative Agreement Number XXXXXXXXXX was entered into by and between the Department of the Interior, National Park Service, (NPS), and XXX for the purpose of XXXXX. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

For performance under this task agreement, the regulations set forth in 2 CFR, Part 200, supersedes OMB Circulars A–21 (2 CFR 220), A–87 (2 CFR 225), A–110, and A–122 (2 CFR 230); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. The recipient shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement. In the event of a conflict between the original terms of the master agreement and 2 CFR, Part 200, relating to this task agreement, 2 CFR, Part 200 shall take precedence.

Project Title, Project Description; incorporate a statement of how the project addresses public purpose in accordance with the Justification for Use of FA document).

**ARTICLE II – LEGAL AUTHORITY**

NPS enters into this Agreement pursuant to:

[Insert Applicable Authority(s)] FA Legal Authority for this TA (Note: Must be included in the Master CA)

**ARTICLE III – STATEMENT OF WORK**

A. XXX agrees to:

(List the tasks the Recipient will perform under this Task Agreement)

B. NPS agrees to:

(List the tasks the NPS will perform under this Task Agreement. Be sure this list includes how NPS will be substantially involved in accordance with the Justification for Use of FA document.)

**ARTICLE IV – TERM OF AGREEMENT**

This Task Agreement will become effective [Insert the month, day and year for official start date] (Effective Date) and will expire [Insert the month, day and year for the Agreement’s expiration date] (Expiration Date), unless terminated earlier per Article XI. The period from the Effective Date to the Expiration Date is the period of performance for the Task Agreement (Task Agreement Term).

**ARTICLE V – KEY OFFICIALS**

1. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:
2. **For the NPS:**

Awarding Officer (AO):

[Insert Name]

[Insert Title]

[Insert Office/Department]

[Insert Address]

[Insert City, State and Zip]

[Insert Phone]

[Insert Fax]

[Insert e-mail]

Agreement Technical Representative (ATR):

[Insert Name]

[Insert Title]

[Insert Office/Department]

[Insert Address]

[Insert City, State and Zip]

[Insert Phone]

[Insert Fax]

[Insert e-mail]

[*Note: Additional NPS key officials may be listed, but at a minimum include the AO and ATR.*]

1. **For the Recipient:**

[Insert Name]

[Insert Title]

[Insert Recipient]

[Insert Office/Department]

[Insert Address]

[Insert City, State and Zip]

[Insert Phone]

[Insert Fax]

[Insert e-mail]

[*Note: Additional Recipient key officials may be listed, but at a minimum the authorized signing official for the Recipient must be included.*]

1. **Communications.** Recipient shall address any communication regarding this Agreement to the AO with a copy to the ATR.. Communications that relate solely to technical matters may be sent only to the ATR.
2. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI – AWARD AND PAYMENT**

A. Financial Assistance: NPS will provide funding to XXX in an amount not to exceed $XXX.XX for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.

B. XXX shall request payment in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury’s ASAP system.
2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting payment requests for available cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

## ARTICLE VII – REPORTS AND/OR DELIVERABLES

1. Specific projects or activities within this agreement will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31.

|  |  |  |
| --- | --- | --- |
| **Performance & Financial Report:** | **Project Reporting Period:** | **Report Due Date:** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

For the final SF-425 and Performance Report*,* the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email. *NOTE: Financial reports & Performance reports can be quarterly, semi-annually or annually (Awarding Officer discretion – adjust accordingly) however quarterly is the recommended default due to the transition to ASAP for payments and the increased focus on monitoring.*

1. Detail other reports/items as described in the statement of work. *Please note: FA is effort based not deliverable based and payment should not be contingent on the receipt of items other than OMB FA regulation/guidance required reports.*

## ARTICLE VIII – MODIFICATION AND TERMINATION

This Task Agreement may be modified at any time, prior to the expiration date, by the mutual concurrence of XXX and the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the XXX signatory official.

**ARTICLE IX – GENERAL PROVISIONS**

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov:
2. **Administrative Requirements:**

***2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;***

1. **Determination of Allowable Costs:**

***2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E;***

and

1. **Audit Requirements:**

***2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.***

**ARTICLE X – ATTACHMENTS**

The following documents are attached and made part of this Task Agreement:

Attachment A. Detailed Budget Justification

Attachment B. SF-424 - Application for Federal Assistance

Attachment C. SF-424A – Budget Information – Non-Construction Programs

Attachment D. SF-424B – Assurances – Non-Construction

Attachment E. SF-LLL – Disclosure of Lobbying Activities [As applicable]

[*Note: Additional attachments may be added, i.e. budget details, project plans, etc.*]

*The Standard Forms (SF) can be downloaded electronically at* [*www.grants.gov*](http://www.grants.gov)

*or by contacting the NPS Awarding Officer.*