

**OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS
2020 TERMS AND CONDITIONS**

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I. ADMINISTRATIVE PROVISIONS

A. Points of Contact

1. Grants Management Specialist (GMS)

Contact information of the Grants Management Specialist is located in the agreement Notice of Award cover page, particular to the Recipient.

2. Grants Officer's Representative (GOR)

Contact information of GOR, also known as the OSBDC Program Manager, is in the agreement Notice of Award pages, particular to the Recipient.

3. District Office Project Officer (PO)

Contact information of PO is located in the agreement particular to the Recipient.

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

Name:	Rachel Karton
Address:	U.S. Small Business Administration 409 Third Street; S.W., 6 th Floor Washington, DC 20416
Telephone Number:	(202) 619-1816
Email Address:	rachel.newman-karton@sba.gov

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

Contact information of AOR is located in the agreement particular to the Recipient.

B. Project and Budget Periods

The period of performance for the Fiscal Year (FY) and Calendar Year (CY) award will consist of a base period of 24 months. (Note: Budgets are submitted for a 12 month period and performance goals are based on that 12 month period.) The performance period dates are:

FY: October 01, 2019 through September 30, 2021

CY: January 01, 2020 through December 31, 2021

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 pages and any other relevant, subsequently enacted laws.

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2. Those Notice of Award terms and conditions set forth below.
3. Funding Opportunity Nos. OSBDC-2020-01 (FY), OSBDC-2020-02 (CY), as appropriate and any subsequently issued SBA policy guidance.
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. Special Condition or Corrective Action Required

Corrective actions required are located in the agreement particular to the Recipient.

B. Grant Recipient Responsibilities

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

1. Comply with the requirements and authorities set forth in Parts I (C) above and III (A)(17) below.
2. 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.
3. Promptly advise SBA of any difficulties you encounter or anticipate encountering that may affect the conduct of your project.
4. 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.
5. 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.
6. Promote SBA programs, products, and services to clients, as appropriate.
7. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
8. 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. Goals are included in each recipient's particular agreement.

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9. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
10. Maintain adequate staffing levels for the delivery of client services, including replacing State/Regional Directors within 120 days.
11. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
12. Submit and update information to USASpending.gov, as required.
13. Use the funds provided through this award, to manage and operate, within a state, territory, or commonwealth, a small business development center (SBDC).
14. 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 specialized services. See below in Part IV, definition of program income.
15. 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).
16. Report emergency closures to the SBA Project Officer and OSBDC Program Manager as soon as feasible.
17. Assure that each subaward issued in association with this award is administered in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), applicable sponsoring agency regulations, and the terms and conditions of the prime award. Also assure that subrecipients comply with the Uniform Guidance and all appropriate flow-down provisions of this award.
18. Provide advance notice of 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)(12) below.

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.

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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. The SBA District Director reviews the SBDC State/Region Director selection and must either concur or notify the SBDC Host of the decision to not concur with the selection. The SBA District Director will notify the OSBDC Program Manager and the AA/OSBDC of their recommendation. The Host cannot hire the SBDC State/Region Director without the concurrence of the AA/OSBDC.
11. Make recommendations or decisions affecting the agreement including policy issues and provide technical advice and other actions.
12. 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.
13. 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 200 (Subparts A-E).

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) (12) below.

2. Sub-granting/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

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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. § 200.317 - 200.326. You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

You must also comply with the requirements of 2 C.F.R. § 200.330 - 200.332, Subrecipient Monitoring and Management.

3. Record-Keeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic and/or legal compliance 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. § 200.313(d).
- c. Your ledgers and annual 2 C.F.R. 200 (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.

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For guidance on Financial Recordkeeping, see Section VI, 6.4.5 of the Funding Opportunity Protection of Client Information

Except where a Client consents in writing or as directed by SBA per the statute (15 U.S.C. § 648(a)(7)), SBDCs 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).

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

- g. the Client consents in writing;
- h. a court orders such disclosure; or
- i. SBA determines it is necessary for the purpose of conducting financial examinations or Client surveys, or where other SBA products, services and/or programs could benefit the client or small business.
- j. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys. For clients who have responded "yes" to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information and data contained in Part I along with the small business name every 90 days. SBA will safeguard client and customer Personal Identifiable Information (PII).

4. Restrictions on Certain Types of Clients

You may not utilize project resources to provide counseling services to any concern that:

- a. is other than small;
- b. is based in a foreign country; with the exception of US affiliates or subdivisions of foreign companies can receive services as long as the combined company is still considered "small" under the size standards
- c. is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- d. derives more than one-third of its gross annual revenue from legal gambling activities;
- e. presents live performances of a prurient sexual nature or derives more than a de minimis amount of revenue from the sale of products or services of a prurient sexual nature;
- f. is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

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For guidance regarding the provision of subgrants or counseling services to individuals and firms that are currently suspended or debarred by the Federal government, see Part III(B)(2) below.

5. Reporting Requirements

You must submit the reports identified in this section and in Parts III (A) (7) and (8) below to the SBA on a semiannual basis. The required reporting forms may be obtained at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>. All reports are to be submitted by email in accordance with the following distribution matrix (a) and with the recommended nomenclature (b) provided below:

a) Semi-annual Performance and Financial Reports

- District Office, SBDC Project Officer
- OSBDC, Program Manager
- OSBDC, Grants Management Specialist

b) Report Labels & Subject Lines

- Semi-annual Performance and Financial Reports, [Grant Number], [Network Name or Location]
- Final Semi-annual (annual) Performance and Financial Reports, [Grant Number], [Network Name or Location]

Semiannual reports must be received by SBA no later than 30 days after the conclusion of the applicable reporting period. The final Semiannual (annual) report must be received by the SBA 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 and due date for this Award are as follows:

The reporting cycle for recipients must conform with the following calendar:

a) Fiscal Year

1. Semiannual period 1 is October 01, 2019 through March 30, 2020. Due: April 30, 2020.
2. Semiannual period 2 (cumulative) is October 01, 2019 through September 30, 2020. Due: October 30, 2020.

b) If funds are fully expended within the first 12 months of the award period, then the Due Date for the Final Semiannual Reports is December 30, 2020. Calendar Year

1. Semiannual period 1 is January 01, 2020 through June 30, 2020. Due: July 30, 2020.
2. Semiannual period 2 (cumulative) is January 01, 2020 through December 31, 2020. Due: January 30, 2021.
3. If funds are fully expended within the first 12 months of the award period, then the Due Date for the Final Semiannual Reports is March 30, 2021.

Quarterly reporting (if required) is located in the particular agreement for the recipient.

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If the FY or CY funds are not fully spent at end of the initial 12 month period and the SBDC wishes to continue using the funds for program activity, then the semiannual reporting requirements become quarterly reports which will be due thirty days (30) after each quarter of program activity. Quarterly reporting is required until the funds are exhausted or program activity ceases under this award. Once you notify the PM and GMS that you have completed program activity for this award, the final semiannual reporting is due 90 days thereafter. The only exception is the final cumulative Annual Program Income report which must be submitted within 90 days after the end of the 12-month period.

6. Performance Reports

In accordance with the schedule listed in Part III (A)(6) 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 2300. See Section VI 6.3.3 of the Funding Opportunity 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.
- f. A summary of the activities, outputs, outcomes and achievements in these reporting categories with accompanying management analysis. Refer to Section VI 6.3.2.3, 6.3.2.4, and 6.3.2.5 of the Funding Opportunity for more information.

7. Financial Reports

In accordance with the schedule listed in Part III (A)(6) 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.

The first 6-months financial report must provide details of your actual expenditures to support the SF425 and SF270 for the SBDC Network. The Grants Management Specialist will conduct a mid-year review and reconciliation of your financial report of the actual program expenditures.

You may obtain the recommended forms and worksheets at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>. For the year-end reporting you must also provide detailed information regarding your actual

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expenditures broken down by the same cost category line items identified in your approved budget. For further guidance regarding SBA review and reconciliation of financial forms, see Part II (C)(14) above.

SBA recommends use of the **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 Budget 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 audit report no later than 120 days after the conclusion of your organization's fiscal year. Refer to 2 C.F.R. 200 (Subpart F) for more information.

You must also submit the following reports:

a. Client Service Data

You must collect and maintain records of counseling and training activities. You must use the SBA Form 641(or its equivalent) for counseling activities and the SBA Form 888 (or its equivalent) for training activities. In order to count training clients in the Clients Served goal, you must submit 641 like data for training clients. You are not required to use the SBA Form 641. You are required to submit the client service information 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, number of employees, 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.

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. OSBDC will use PIMS to validate the network listing. The Lead Center SBDC will designate one employee to update PIMS and will provide their name, email address and phone number within the proposal. Updates will not be processed unless they are received from the designated employee's email account. The employee will use the email account set up for PIMS at websupport@sba.gov and include "PIMS" in the subject line. The designated employee may be contacted by SBA web support for more information if it is needed.

SBDCs must notify SBA using websupport@sba.gov within 15 days of changes in contact information such as individuals, telephone numbers, fax numbers, e-mail and website addresses for Lead and Service Centers. However,

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websupport@sba.gov should not be used if your network has centers to be added, closed or assigned a location code. Instead, the designee must contact the appropriate OSBDC Program Manager within 15 days for centers to be added, closed or assigned a location code. Only OSBDC can add or close Centers and assign new location codes.

In the event of a change in the PIMS designee, the SBDC must alert their SBA District Office and their OSBDC Program Manager within 15 days.

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. § 2701.112.

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)(4) 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 <https://sbax.sba.gov/oigcss/> 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. §§ 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 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 dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2

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C.F.R. § 200.439. 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 the Lead Center director requires prior approval from the AA/OSBDC, all other key personnel changes the SBDC must advise SBA of the change;
- e. Entering into a contract calling for the expenditure of \$250,000 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 \$250,000 or more in aggregated Project Funds unless included in the proposal. The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if You can demonstrate to SBA's satisfaction either: (i) there is only one possible source for a particular good or service or (ii) there is an emergency involving the risk of imminent damage to property or injury to people. For contracts between \$10,001 and \$250,000, you do not need to submit copies of the proposed contracts to the GOR for approval before executing them. However, you must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports. If you do not choose to go with the lowest quote, you must explain why. For contracts of \$10,000 or less, you do not need to submit copies of the proposed contracts to the GOR for approval before executing them and the contracts are not required to be awarded via competition if Your organization considers their prices to be reasonable.
- 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;

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- h. Changing the amount claimed for indirect costs in excess of the approved budget (Federal and matching funds);
- i. Use of the “Powered by SBA” logo on any social media sites or services other than the SBDC project website;
- 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. § 200.308; 2 C.F.R. 200 Subpart E; for further guidance regarding prior approval requirements, as applicable.

12. Acknowledgment of SBA Support/Use of SBA’s “Powered by SBA” 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 the “Powered by SBA” logo may not be used on such items. The “Powered by SBA” logo 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 “Powered by 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 “Powered by 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 must use the “Powered by SBA” logo on materials produced with Project Funds. You may contact the GOR in order to obtain a high-resolution copy of the “Powered by

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SBA” logo and a copy of SBA’s Graphic and Use Guide. Where used, the “Powered by 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, the “Powered by SBA” 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 “Powered by SBA” logo, you must also include the acknowledgement of support statement in reasonable proximity to the logo.

Neither the “Powered by 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 “Powered by 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 “Powered by SBA” logo and acknowledgement of support clause in a prominent location in accordance with Part III (A)(13) 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, other Federal agencies, 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. The “Powered by SBA” 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 other Federal agencies or 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 the “Powered by SBA” logo, see Part III (A)(13) 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

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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:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 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 200
- 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

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Trafficking Victims Protection Reauthorization Act of 2003);

- 22 U.S.C § 7104 (Prevision 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 U.S.C § 3501 (Paperwork Reduction Act);
- Executive Order 12600 (Pre-disclosure notification procedures for confidential commercial information);
- 5 U.S.C § 552 (Freedom of Information Act);
- 15 U.S.C § 648 (SB Act, SBDC Program)
- 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act)
- 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations)
- 15 C.F.R. Parts 730-774 (Export Restrictions)
- 22 C.F.R. Parts 120-130 (International Traffic in Arms)
- 31 C.F.R. Parts 500-598 (Foreign Assets Control)

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. 200 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

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responsible for ensuring 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 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 or have an unresolved debt with a Federal agency. 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. Subpart E §200.447.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements

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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)(12) 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. Cash Match must be at least 50% of the Federal Funds. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions, or indirect costs. [Or for insular area grants, modify the amount listed in the paragraph to reflect the actual amount of match required.] 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 at the 6-month mark, the amount of match reported on Your SF 270s indicate 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 under matched, 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 under matched 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)(19) above.

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

- a. as match against additional Federal funding within the same budget period; and/or
- b. to offset confirmed audit disallowances applicable to the budget period in which the overmatch was expended;

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. Subpart D §200.306.

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 the program year. 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.

For further guidance regarding Program Income, see 2 C.F.R. Subpart D §200.307.

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 under matched.

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)(19) 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. Subpart D §200.305. 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

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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.
- b. 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.
- c. 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.
- d. Recipient must enter in line 11f of SF-270 the Non-Federal share of the amount on line 11e.
- e. 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.
- f. 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
- g. 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.
- h. You must attach a certification statement with each SF 270 as follows:

“ By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. code title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

The certification statement should be signed by an official who is authorized to legally bind the non-Federal entity. For example, the AOR (Agency Official Representative) or designate finance person in the Grants and Contracting office and/or the SBDC.

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)(11) 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

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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. Subpart D §200.305.

11. 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.

12. 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 the “Powered by SBA” logo and acknowledgment of support see Part III (A) (13) 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.

13. 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.

14. Selection of a Lead Center SBDC Director

Prerequisite to filling the SBDC State/Regional Director position, the Recipient Organization must submit recruitment and selection plans for the SBDC State/Regional 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 final three candidates will be forwarded to the AA/SBDC for review. After the final candidates are interviewed and a potential candidate is selected, the SBA District Director will review the SBDC State/Region Director selection and will provide feedback and recommendation to the AA/SBDC and the SBDC Recipient Organization. The AA/SBDC provides the final approval. The Host will not hire the SBDC State/Region Director without the concurrence of the AA/SBDC.

Recruitment plans for filling the vacancy in excess of 120 days beyond the Director’s departure date must have prior approval of the AA/SBDC. If the SBDC State/Regional Director is subject to removal or replacement, the Recipient Organization must notify the SBA District Director and the AA/SBDC (at least) ten days before taking such action, if possible. SBA also requests a written explanation of such action, if allowed by the

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Recipient Organization. The host institution should require another SBDC State or Regional Director be included in the hiring process.

15. 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 OED 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, SBA will consider You to be high risk and will automatically schedule an on-site visit. 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

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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 Funding Opportunity number OSBDC-2019.

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, indirect 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.

Follow-on award – subsequent renewal (continuation) award.

V. APPROVED BUDGET –

The approved budget is included with the individual Notice of Award to each particular Recipient.

Note: All costs approved on this budget must meet the tests of necessity, reasonableness,

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allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to ensure proper management and financial accountability of Federal funds to preclude future cost disallowances.

VI. PROGRAM LEAD CENTER AND NETWORK SERVICE CENTERS –

The listing of Lead and Network service centers is included with the individual Notice of Award to each Recipient.