OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS
2020 TERMS AND CONDITIONS

Table of Contents

I. ADMINISTRATIVE PROVISIONS 3

A. Points of Contact 3

1. Grants Management Specialist (GMS) 3
2. Grants Officer's Representative (GOR) 3
3. District Office Project Officer (PO) 3
4. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse 3
5. Grant Recipient's Authorized Organizational Representative (AOR) 3

B. Project and Budget Periods 3

C. Governing Authority/Order of Precedence 3

II. SPECIAL TERMS AND CONDITIONS 4

B. Grant Recipient Responsibilities 4

C. SBA Responsibilities 6

III. GENERAL TERMS AND CONDITIONS 6

1. Non-Transferability 6
2. Sub-granting/Subcontracting 7
3. Record-Keeping 7
4. Restrictions on Certain Types of Clients 8
5. Reporting Requirements 9
6. Performance Reports 10
7. Financial Reports 11
8. Additional Data Submission Requirements 12
9. Project and Program Integrity 13
10. Project Closeout 13
11. Actions Requiring Prior Approval 14
12. Acknowledgment of SBA Support/Use of SBA's "Powered by SBA" logoPublication Requirements 15
13. Project Website 16
14. Co-Sponsored Activities 17

15. Accessibility of Facilities and Events 17

16. Applicable Law 17

17. Dispute Resolution 19

18. Termination/Suspension/Enforcement 19

1. Charging Costs to this Award 19

2. Transactions with Suspended or Debarred Entities 20

3. Liability/Indemnification 20

4. Adherence to the Approved Budget 20

5. Limitations on Reimbursable Indirect Costs 21

6. Funds from Multiple SBA Awards 21

7. Matching Funds 21

Matching funds are not required for this Award 21

8. Dispositions of Program Income 21

9. Refunds of Award Expenses 21

10. Financial Stability 21

11. Advance Payment 21

12. Reimbursement Payment 21

13. Private Sector Competition 23

14. Publication and Postage Requirements 23

15. Changes in Points of Communication 23

16. Financial Examinations, Programmatic Reviews & CARES Act Oversight 23

IV. DEFINITIONS 23

V. APPROVED BUDGET – 25

OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS
2020 TERMS AND CONDITIONS

I. ADMINISTRATIVE PROVISIONS

A. Points of Contact

1. Grants Management Specialist (GMS)

Please refer to the 2020 SBDC Core Award for the contact information of the GMS assigned to the Recipient.

2. Grants Officer's Representative (GOR)

Please refer to the 2020 SBDC Core Award for contact information for the GOR, also known as the OSBDC Program Manager, assigned to the Recipient.

3. District Office Project Officer (PO)

Please refer to the 2020 SBDC Core Award for contact information of the PO assigned to the Recipient.

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

Please refer to the 2020 SBDC Core Award for contact information of the person assigned to the Recipient.

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

Please refer to the 2020 SBDC Core Award for contact information of the AOR designated by the Recipient.

B. Project and Budget Periods

The period of performance for this award will consist of a base period of 12 months and an option period of up to six months. The period of performance dates are:

- April 1, 2020 through March 31, 2021, and
- April 1, 2021 through September 30, 2021 (6-month Option Period)

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.
2. Those Notice of Award terms and conditions set forth below.
3. Funding Opportunity No. OSBDC-COVID-2020-1.
4. Your accepted application for this Award, including all forms and certifications,

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)(18).

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. 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 located at below on Table 1.

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, including providing full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan. 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 through in-person service centers, as appropriate to meet local community demands and needs. Goals

are included in each Recipient Organization particular agreement.

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 State/Regional Directors within 120 days.

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. Program income is not permitted under this award; any projects designed to generate program income should be conducted under the core SBDC award.

16. Recipient organizations will continue to fund their service centers and subrecipient organizations consistent with how they currently fund these organizations through their core award but may also deploy CARE Act funds to fund new contracted personnel and contracted services. As such, the administrative burden at the Lead Center does not justify the $25,000 inclusion in the indirect cost rate calculation, other than for new, openly competed and awarded contracts that are not currently a part of the SBDC Network.

17. 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).

18. Report emergency closures to the SBA Project Officer and OSBDC Program Manager as soon as feasible.

19. 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.

20. 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)(11 e) 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.

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. Make recommendations or decisions affecting the agreement including policy issues and provide technical advice and other actions.

11. Perform monitoring and oversight activities in order to determine whether you (the SBDC) have (has) developed procedures to track financial resources and whether these resources were devoted to fulfilling eligible SBDC program objectives.

12. Perform a reconciliation of financial forms (SF 270, SF 425 with actual expenditure attachments) semi-annually 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) (11) 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 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 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)(18)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 guidance on Financial Recordkeeping, see Section VI, 6.4.5 of the OSBDC Funding Opportunity -2020-01 and -02 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:

f. The client consents in writing.

g. A court orders such disclosure.

h. 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.

i. 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 not withstanding specific exceptions.

Exception: An SBDC may provide technical counseling and training services to nonprofit organizations who devote a significant amount of their own efforts and services to assisting small business. Such small-business serving nonprofits can be an important indirect resource to small business and entrepreneurs and thus may qualify for SBA-sponsored, resource partner technical assistance. Conversely, nonprofits that provide only minimal or ancillary services to small business would not qualify to receive SBDC counseling or training. More so, SBDCs are not required to provide technical services to nonprofits, as the SBDC must always prioritize serving small business and entrepreneurs.

Each SBDC Lead Office should establish its own written policy with regard to whether it will permit its Network to assist nonprofit organizations. In determining whether to provide technical assistance to nonprofits, the state or regional director should weigh the benefits against any reductions in the number of actual small businesses being served. As such, networks that adopt policies permitting such assistance should establish guidelines as to how much of the SBDC's time, resources or activities can be devoted to aiding nonprofits. When deciding if a nonprofit meets the criteria, an SBDC should look first at the amount of time the nonprofit devotes to serving small business and then look at the types of activities that the nonprofit provides. Examples of activities that warrant support include training programs for small business and entrepreneurs, small-business tax-preparation services and pre-entrepreneurship training programs such as assistance with business plans and financial literacy.

SBDCs may assist any nonprofit or faith-based organization that is eligible for SBA loan programs, established through guidance under the CARES Act.

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) (6) (7) and (8) below to the SBA on a quarterly 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 from a single individual (such as State or Regional Director, designee, or principle investigator as examples) in accordance with the following distribution matrix (a) and with the recommended nomenclature (b) provided below:

a) Quarterly Performance and Financial Reports

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

b) Report Labels and Subject Lines

- "CARES Act Quarterly Performance and Financial Reports", [Grant Number], [Network Name or Location]

- "CARES Act Final Performance and Financial Reports", [Grant Number], [Network Name or Location]

Quarterly reports must be received by SBA no later than 45 days after the conclusion of the applicable reporting period. The final report must be received by the SBA no later than 90 days after the conclusion of the project period. If you fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected. The quarterly reporting periods for this Award are based on the dates shown in block 5 (SBA Form 1222). The quarterly reporting periods and due date for this Award are as follows:

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

- April 1-June 30, 2020
- July 1-September 30, 2020
- October 1-December 31,2020
- January 1-March 31, 2021
- April 1, 2021 – June 30, 2021
- July 1, 2021 - September 30, 2021

Networks are also responsible for providing brief, weekly snapshots on their efforts, outreach, practices, successes and other notable activities to their Program Managers for inclusion in the OSBDC Weekly Status Report (WSR). Submissions are due by COB of each Friday and may be sent via email with either attachments or as simple text.

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 either the CARES Act Programmatic Reporting Template available at https://www.sba.gov/offices/headquarters/osbdc/resources/20351,(resources website) or a narrative statement to your SF PPR that details all of the same information requested in the template.

Short-term Goals: The short-term goals are in effect from April 1, 2020 through September 30, 2020. When calculating short-term goals, SBDCs are permitted to count all applicable activity towards their goals starting on March 9, 2020.

1. **Capital Assistance**: (Capital Infusion) Number of clients that receive information, counseling and training on Economic Injury Disaster Loans (EIDL), Paycheck Protection Program (PPP) loans and all SBA disaster loan programs. This assistance includes tracking the number of SBA and non-SBA disaster loans that SBDC clients applied for during the coronavirus crisis. SBDCs will also earn credit towards this goal by helping clients navigate the application process with lenders. While this goal will focus primarily on providing clients with capital access assistance and information, the SBDCs are still responsible for tracking and reporting the actual number of disaster loans they helped small businesses obtain. (SBDCs will continue to capture traditional 7(a), 504 and other SBA loans through the core grant's annual Capital Infusion (CI) goal.)

2. **Small Business and Individuals Served**: (Unique Clients Served)

Given the large number of small businesses and individuals seeking assistance by phone, online platforms and through SBDC-hosted webinars, it is difficult for the SBDCs to capture all of these small businesses with the SBA Counseling Information Form 641. Thus, the SBDC may count the total number of small businesses and individuals served towards this goal, as it is important for SBA and the entire small business community to know the full number of small businesses seeking and receiving SBDC assistance and training during and after the coronavirus crisis. To capture this goal, the SBDC must request that everyone seeking assistance complete an SBA Counseling Information Form 641 and provide the 641 form either directly, via email or as an attachment to the online platform or webinar. Given that many may choose not to complete an SBA Counseling Information Form 641, the SBDCs must also keep accurate records of the total number of small businesses who participate in this training and report these total numbers to the SBA.

3. **Consulting Hours**: (Jobs Supported) Given the unprecedented number of phone and online requests for information and guidance from the small business community, as well as those who advocate for the small business community, the SBDCs will capture and report the full level of support provided to small businesses seeking assistance. This reporting should be all-encompassing to provide an accurate picture of both the volume of correspondence and depth of technical support provided by the SBDCs.

Long-term Goals The long-term goals will be in effect from October 1, 2020 through September 30, 2021.*:*

1. **Capital Infusion**: Number of clients that receive EIDL, Paycheck Protection Program (PPP) loans and other COVID-19 and disaster assistance loans, as well as ongoing disaster capital assistance and counseling from the SBDCs.

2. **Unique Clients Served**: Number of Unique Clients Served (UCS) that receive post-COVID-19 related counseling and training disaster assistance. This metric requires an SBA Form 641.

3. **Jobs Supported**: Jobs Supported (JS) as a result of SBDC programs, counseling, training and subject-matter-expertise provided by the SBDC COVID-19-relief funding grant.

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).

The first 3-months financial report must provide details of your actual expenditures to support the SF-425 and SF-270 for the SBDC Network. The Grants Management Specialist will conduct a mid- year review of your financial report of the actual program expenditures.

You may obtain the recommended forms and at https://www.sba.gov/offices/headquarters/osbdc/resources/20351. For the final

report you must also provide detailed information regarding your actual 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, Schedule of Indirect Cost, and OSBDC Price Cost Analysis 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 for SBA funds.

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. See § III. A. 6. above for the manner of data collection acceptable. 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 at least one employee to update PIMS and will provide their name, email address and phone number within the proposal. The PIMS designees will be given access to the PIMS application via SBA's General Login System (GLS) an authorized to make updates. The designated employee may contact EDMISHelp@sba.gov for more information if it is needed.

SBDCs must make the necessary updates in PIMS 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, EDMISHelp@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 may not discharge, demote, or otherwise discriminate against any of Your employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one of more of the following: gross mismanagement of Your grant; a gross waste of Federal funds; an abuse of authority relating to Your grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to Your grant. Any of Your employees who believe they have been subjected to such a reprisal may submit a complaint to SBA's Inspector General Hotline via the internet at www.sba.gov/OIG/Hotline, via telephone at 1-800-767-0385 (telephone), or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. You must inform Your employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of Your workforce.

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 C.F.R. § 200.439.

At the completion of the CARES Act project, the recipient may transfer supplies purchased with CARES Act funds, including those in excess of $5,000, to the SBDC Core award; or the recipient shall follow the proper disposition procedures outlined by 2 CFR § 200.314 (a) with prior authorization from the SBA to transfer the supplies to another federal program or compensate the federal government should the recipient keep the equipment for use on a non-Federal program.

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.

b. Additional line item expenditures not specified or shown without cost on the approved budget.

c. Any budget revisions to Federal 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/SBDC, 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.

h. Changing the amount claimed for indirect costs in excess of the approved budget (Federal funds).

i. Use of the "Powered by SBA" logo on any social media sites or services other than the SBDC project webpage.

j. Use of Project funds for minor renovations of an existing facility.

k. Establishing or reorganizing a legal entity.

l. Each SBDC Lead Center is authorized to spend five percent of their budget across their entire network on marketing programs and literature on CARES Act funded activities. To ensure small businesses are aware of the expanded resources and programs offered by the SBDCs, each SBDC Lead Center is authorized to spend five percent of their budget across their entire network on marketing programs and literature for small business. Moreover, given the size of some Service Areas, the SBDC State and Regional Directors may ask the AA/SBDC in writing for permission to exceed the five percent threshold for marketing to ensure all small businesses and entrepreneurs can receive information on SBDC and SBA small business programs, services and loans.

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 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) (11) 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 related to the CARES Act. 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)(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.

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)(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:

- 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)
- 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014)
- 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 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)
- P.L. 116-136 (Coronavirus, Aid, Relief, Economic Security CARES Act)
- 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 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.

In accordance with 2 CFR 200.405(d), if a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then,

notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis.

Under this provision, I think if an SBDC can reasonably determine how much both the core SBDC and CARES Act grants benefit from a shared item of cost like software (for example, if 70% of their use of the software is related to the core SBDC award and 30% of its use relates to the CARES Act grant) then it should allocate the cost of the software between the two awards.

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 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. Limitations on Reimbursable Indirect Costs

Upon request and documented in the budget procedures, SBA will permit up to 15% of the total Federal funding available for the entire SBDC Network under the CARES Act for indirect cost reimbursement in accordance with each entity's respective indirect cost rate agreement and with the policies and procedures governing this cost category.

6. 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.

7. Matching Funds

Matching funds are not required for this Award.

8. Dispositions of Program Income

Program income is not permitted under this award; any projects designed to generate program income should be done under the Core SBDC award.

9. 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.

10. 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.

11. Advance Payment

The Recipient shall include a request for advance payment (SF-270) with their Application for Federal Assistance in the amount of 25% of the entire grant.

SBDCs may charge COVID-19 program related advance expenses and pre-award costs incurred since February 15, 2020, to this grant.

12. Reimbursement Payment

After the advance payment, payments 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.

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 covidpayments@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. 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.

Your first payment will be a one-time only "Advance" of 25% of your total award amount. The rest of your payments will be on a quarterly, reimbursable basis.

You are responsible for submitting all payment requests quarterly, along with the rest of the required reporting documents. 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, 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.

In accordance with 2 C.F.R. § 200.305(b)(6), SBA may withhold payments if You fail to comply with project objectives, Federal statutes, regulations, the terms and conditions of this Award, and/or the program requirements. Additionally, SBA reserves the right to offset any funds payable to You under this Award in order to collect debts or other financial claims the Agency may hold against you under this program or any other SBA program.

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 the "Powered by 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. Financial Examinations, Programmatic Reviews & CARES Act Oversight

Pursuant in 15 USC § 648(k) and 13 CFR Part 130 Section 810, biennial programmatic and financial examinations of SBDCs are conducted on behalf of the AA/SBDC or a representative. Specific to these criteria, you must provide information regarding programs, priorities, services, resources and goals committed to within the technical proposal. Activities conducted with CARES Act funding can be reviewed under the purview of the AA/SBDC oversight authority.

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 Announcement Number OSBDC-2020-01 and 02.

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

Capital Assistance – (Capital Infusion) Number of clients that receive information, counseling and training on Economic Injury Disaster Loan (EIDL), Paycheck Protection Program (PPP) loans and all SBA disaster loan programs. This assistance includes tracking the number of SBA and non-SBA disaster loans that SBDC clients applied for during the coronavirus crisis. SBDCs will also earn credit towards this goal by helping clients navigate the application process with lenders. While this goal will focus primarily on providing clients with capital assistance

information, the SBDCs are still responsible for tracking and reporting the actual number of disaster loans they helped small businesses obtain. (SBDCs will continue to capture traditional 7(a), 504 and other SBA and non-SBA loans through the core grant's annual Capital Infusion (CI) goal.) This is a short-term goal.

Capital Infusion – Number of clients that receive EIDL, Paycheck Protection Program (PPP) loans and other COVID-19 and disaster assistance loans, as well as ongoing disaster capital assistance and counseling from the SBDCs. This is a long-term goal. This goal activity begins October 1, 2021.

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.

Consulting Hours – (Jobs Supported) Given the unprecedented number of phone and online requests for information and guidance from the small business community, as well as those who advocate for the small business community, the SBDCs will capture and report the full level of support provided to small businesses seeking assistance. This reporting should be all-encompassing to provide an accurate picture of both the volume of correspondence and depth of technical support provided by the SBDCs. This is a short-term goal.

Jobs Supported – Jobs Supported (JS) as a result of SBDC programs, counseling, training and subject-matter-expertise provided by the SBDC COVID-19-relief funding grant. This is a long-term goal.

Paycheck Protection Program (PPP) Loans - an SBA loan, created under the CARES Act, designed to help small businesses keep their workforce employed, as well as pay rent, utilities, healthcare, business mortgages and more during the COVID-19 crisis.

Economic Injury Disaster Loan (EIDL) - an SBA disaster loan that provides economic relief to businesses experiencing trauma due to a disaster. EIDL, along with PPP, are the two main disaster-loan programs for small business affected by the coronavirus (COVID-19) crisis. An eligible small business may request an advance of up to $10,000 through EIDL.

Option Year – subsequent extension of the award's period of performance. If exercised, the option year will be awarded as a no-cost extension.

Program Income - program income is not permitted under this award; any projects designed to generate program income should be done under the Core SBDC award.

Project Funds – all funds covered by the project budget.

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.

Small Business and Individuals Served – (Unique Clients Served) Given the large number of small businesses and individuals seeking assistance by phone, online platforms and through SBDC-hosted webinars, it is difficult for the SBDCs to capture all of these small businesses with the SBA Counseling Information Form 641. Thus, the SBDC may count the total number of small businesses and individuals served towards this goal, as it is important

for SBA and the entire small business community to know the full number of small businesses seeking and receiving SBDC assistance and training during and after the coronavirus crisis. To capture this goal, the SBDC must request that everyone seeking assistance complete an SBA Counseling Information Form 641 and provide the 641 form either directly, via email or as an attachment to the online platform or webinar. Given that many may choose not to complete an SBA Counseling Information Form 641, the SBDCs must also keep accurate records of the total number of small businesses who participate in this training and report these total numbers to the SBA. This is a short-term goal.

Unique Clients Served – Number of Unique Clients Served (UCS) that receive post-COVID-19 related counseling and training disaster assistance. This metric requires an SBA Form 641. This is a long-term goal.

You –The Recipient Organization for this Award.

Weekly Status Report – (WSR) Weekly SBDC snapshot that each lead center submits by COB of each Friday to their respective OSBDC Program Manager providing a brief overview of the network's efforts, outreach, practices, successes and other notable activities.

V. APPROVED BUDGET –

The approved budget is included with the individual Notice of Award, SBA Form 1222, to each particular Recipient.

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 ensure proper management and financial accountability of Federal funds to preclude future cost disallowances.