



IDAHO DEPARTMENT OF EDUCATION SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. Definitions. Unless the context clearly requires otherwise, the definitions set forth in the IDE General Terms and Conditions shall apply to terms used in these IDE Special Terms and Conditions for Federal Funds.

2. Sufficient Funding. This Agreement is federally funded. It is understood and agreed that the IDE is a governmental entity, and this Agreement shall in no way be construed so as to bind the IDE or the State of Idaho beyond the term of any particular appropriation or award of funds by the U.S. Congress, U.S. Department of Education, U.S. Department of Agriculture, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds by the Legislature or Executive Branch of the State of Idaho, as may exist from time to time. The IDE reserves the right to terminate the Agreement if, in its sole judgment, the U.S. Congress, U.S. Department of Education, U.S. Department of Agriculture, or other federal agency or entity, withdraws or freezes the IDE's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement. The IDE further reserves the right to terminate the Agreement if, in its sole judgment, the Legislature or Executive Branch of the State of Idaho withdraws or freezes the IDE's spending authority regarding the federal funds required to continue payments under the Agreement. In the event of any such termination, all affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of any such termination, the State of Idaho shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

3. Records and Audits.

3.1. Maintenance. The Contractor shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the delivery of goods or services under this Agreement and shall maintain such records for a period of three (3) years after termination of this Agreement or final payment, whichever is later, or for such further period as may be necessary to resolve any matters that may be pending.

3.2. Access. The Contractor shall permit the Comptroller General, Inspector General of any federal agency, or their duly authorized agents to audit, inspect, examine, excerpt, copy or transcribe the Contractor's records during the term of this Agreement and for a period of three (3) years following termination of this Agreement or final payment, whichever is later, to assure compliance with the terms of this Agreement or to



evaluate Contractor's performance under this Agreement. The Contractor shall also permit the Comptroller General, Inspector General of any federal agency, or their agents to monitor all activities conducted by the Contractor pursuant to this Agreement. As the monitoring agency may determine in its sole discretion, such monitoring may include internal evaluation procedures, examination of data, special analyses, on-site checks or other reasonable procedures.

4. Suspension and Debarment. By signing the Agreement, the Contractor certifies that neither the Contractor nor any of the Contractor's principals or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance. Additionally, none of the participants involved in the execution of the Agreement are suspended, debarred, or voluntarily excluded by any federal department or agency pursuant to 2 C.F.R. Part 180, 2 C.F.R. Part 200, Appendix II(H) of 2 C.F.R. Part 200, or Executive Orders 12549 or 12689. Nor are such participants on the disbarred vendors list in the System for Award Management at www.sam.gov. The Contractor shall promptly notify the IDE by certified mail in the event that the Contractor or any of its principals or agents become debarred, suspended, or voluntarily excluded during the term of the Agreement.

5. Limitations on Lobbying Activities. By signing the Agreement, the Contractor certifies and agrees that, in accordance with 34 C.F.R. Part 82, payments made from a federal grant shall not be utilized by the Contractor or its subcontractors in connection with lobbying congressmen or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

6. Whistleblower Protection. Pursuant to section 1533 of the American Recovery and Reinvestment Act of 2009, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- 6.1. Gross mismanagement of an agency contract or grant relating to covered funds;
- 6.2. A gross waste of covered funds;
- 6.3. A substantial and specific danger to public health or safety related to the implementation or use of covered funds;



6.4. An abuse of authority related to the implementation or use of covered funds;
or

6.5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negation of a contract) or grant awarded or issued relating to covered funds.

7. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

7.1. (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

7.2. (b) Procures a commercial sex act during the period of time that the agreement is in effect; or

7.3. (c) Uses forced labor in the performance of the agreement.

8. Data Rights. The Contractor grants to the IDE the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet the IDE's obligations to the federal government under its prime award. The IDE shall retain all ownership rights in any data or information provided to the Contractor by the IDE for purposes of this Agreement.

9. Compliance with Statutes, Regulations, and Applications. The Contractor shall comply with applicable federal and state statutes and regulations and shall use federal funds in accordance with those statutes, regulations, and federal program-specific requirements.

10. Prohibition of Text Messaging and Emailing while Driving. Federal grant recipients, sub recipients, and their grant personnel are prohibited from text messaging while driving a government-owned vehicle during official grant business or from using government supplied electronic equipment to text or email when driving. Recipients must comply with these conditions under Executive Order 13513.

11. Copyright License and Patent Rights. The Contractor acknowledges pursuant to 2 C.F.R. Part 200 that:

11.1. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, with funds awarded under this Agreement; and



11.2 The U.S. Department of Education, the State of Idaho, and the IDE reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use such work for federal or state purposes, and to authorize others to do so. The Contractor must consult with the IDE regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

12. Reporting. Notice of awarding agency requirements and regulations pertaining to reporting 2 C.F.R. Part 200 shall apply to this Agreement.