

Coronavirus Response and Relief Supplemental Appropriations Act, 2021
Supplemental Agreement for an Award under Section 314 (a)(2)
(CFDAs 84.425 J, K, L, M)

SUPPLEMENTAL GRANT FUNDS

The terms, conditions, and requirements governing your institution's (Recipient's) use of these supplemental grant funds awarded pursuant to Section 314(a)(2) of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) (Pub. L. 116-260) (supplemental award or grant) by the U.S. Department of Education (Department) are governed by Section 314 of CRRSAA and the following terms and conditions of this Supplemental Agreement:

BY DRAWING DOWN THESE GRANT FUNDS, YOU AGREE TO BE BOUND BY THE CONDITIONS SET FORTH ON THE BEHALF OF THE INSTITUTION YOU REPRESENT, AND YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE INSTITUTION TO THE FOLLOWING CONDITIONS:

Use of Supplemental Grant Funds:

1. Section 314(a)(2) of CRRSAA authorizes the Secretary to make additional awards under parts A and B of title III, parts A and B of title V, and subpart 4 of part A of title VII of the Higher Education Act of 1965, as amended ("HEA"), to address needs directly related to the coronavirus. These awards are in addition to awards made in Section 314(a)(1) of CRRSAA and have been allocated by the Secretary proportionally to such programs based on the relative share of funding appropriated to such programs in the Further Consolidated Appropriations Act, 2020 (Public Law 116-94).
2. Pursuant to Section 314(c) of CRRSAA, Recipient may use this award to defray expenses associated with the coronavirus (including lost revenue, reimbursement for expenses already incurred, technology costs associated with a transition to distance education, faculty and staff trainings, and payroll); carry out student support activities authorized by the HEA that address needs related to the coronavirus; and make financial aid grants to students, which may be used for any component of the student's cost of attendance or for emergency costs that arise due to coronavirus, such as tuition, food, housing, health care (including mental health care), or child care.
3. Recipient acknowledges that no supplemental grant funds may be used to fund contractors for the provision of pre-enrollment recruitment activities; marketing or recruitment; endowments; capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship; senior administrator or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; or any other cash or other benefit for a senior administrator or executive.

4. The Secretary urges Recipient to devote the maximum amount of funds possible to financial aid grants to students. The Secretary urges Recipient to take strong measures to ensure that financial aid grants to students are made to the maximum extent possible.
5. Recipient must notify the Department within 30 days of making a determination that it is required to remit payment to the Internal Revenue Service for the excise tax paid on investment income of private colleges and universities under Section 4968 of the Internal Revenue Code of 1986 for tax year 2019 via the Required Notification of Endowment Excise Tax Paid form provided as an attachment to this GAN, pursuant to Section 314(d)(6) of CRRSAA. Recipient acknowledges that if it was required to remit payment to the Internal Revenue Service for this excise tax paid, and if it is not an institution that has been designated as an eligible work college under HEA section 448, 20 USC § 1087-58:
 - a. Recipient must use its remaining available funds only for financial aid grants to students consistent with CRRSAA Section 314(c)(3), or for sanitation, personal protective equipment, or other expenses associated with the general health and safety of the campus environment related to the qualifying emergency, unless a waiver of this condition has been requested by Recipient and until approved by the Secretary under CRRSAA Section 314(d)(6)(B), and subject to other applicable requirements in Section 314.
6. If Recipient is a Historically Black College and University, Tribally Controlled College and University, or a Minority Serving Institution, then consistent with Section 314(d)(1) of CRRSAA, Recipient may use prior awards provided under Titles III, V, and VII of the HEA to prevent, prepare for, and respond to coronavirus. Should Recipient avail itself of this flexibility, it must maintain appropriate records and cost documentation as required by 2 CFR 200.302 and 2 CFR 200.333 to separately account for prior award funds used to prevent, prepare for, and respond to coronavirus.

Grant Administration:

7. Recipient acknowledges that consistent with 2 CFR § 200.305, it must minimize the time between drawing down funds from G5 and paying incurred obligations (liquidation). Recipient further acknowledges that if it draws down funds and does not pay the incurred obligations (liquidates) within 3 calendar days it may be subject to heightened scrutiny by the Department, Recipient's auditors, and/or the Department's Office of the Inspector General (OIG). Recipient further acknowledges that returning funds pursuant to mistakes in drawing down excessive grant funds in advance of need may also be subject to heightened scrutiny by the Department, Recipient's auditors, and/or the Department's OIG. Finally, Recipient acknowledges that it must maintain drawn down grant funds in an interest-bearing account, and any interest earned on all Federal grant funds above \$500 (all Federal grants together) during an institution's fiscal year must be returned (remitted) to the Federal government via a process described here:
<https://www2.ed.gov/documents/funding-101/g5-returning-interest.pdf>.

8. Recipient may charge indirect costs to supplemental funds made available under this award consistent with its negotiated indirect cost rate agreement. If Recipient does not have a current negotiated indirect cost rate with its cognizant agency for indirect costs, it may appropriately charge the *de minimis* rate of ten percent of Modified Total Direct Costs (MTDC). Recipient may also charge reasonable direct administrative costs to the supplemental funds made available under this award.
9. Recipient acknowledges that any obligation under this grant (pre-award costs pursuant to 2 CFR § 200.458) must have been incurred on or after December 27, 2020, the date of the enactment of CRRSAA.
10. Recipient must promptly and to the greatest extent practicable expend all grant funds from this award within the period of performance (2 CFR § 200.77) specified in Box 6 of this Grant Award Notification (GAN).
11. Recipient must, to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus pursuant to section 315 of CRRSAA.
12. Recipient acknowledges that its failure to draw down any amount of its supplemental grant funds within 90 days of the date of this supplemental award will constitute nonacceptance of the terms, conditions, and requirements of this Supplemental Agreement and of these supplemental grant funds. In such event, the Department, in its sole discretion, may choose to deobligate these supplemental grant funds or take other appropriate administrative action, up to and including terminating the grant award pursuant to 2 CFR § 200.340.

Reporting and Accountability:

13. Recipient must promptly and timely report to the Department on the use of funds no later than 6 months after the date of this supplemental award in a manner to be specified by the Secretary pursuant to section 314(e) of CRRSAA. Recipient must also promptly and timely provide a detailed accounting of the use of funds provided by this supplemental award in such manner and with such subsequent frequency as the Secretary may require. Recipient will comply with any other applicable reporting requirements including those in Section 15011(b)(2) of Division B of the CARES Act. Recipient acknowledges the Department may require additional or more frequent reporting to be specified by the Secretary.
14. Recipient must comply with all requirements of the Single Audit Act Amendments of 1996, 31 USC § 7501, et seq. (Single Audit Act) and all applicable auditing standards. Considering that the HEERF grant program is a new program not previously audited or subjected to Department oversight, and the inherent risk that comes with a new program, the Department strongly suggests that the HEERF grant program be audited as a major program in the first fiscal year(s) that the institution received a HEERF grant.

15. Recipient acknowledges it is under a continuing affirmative duty to inform the Department if Recipient is to close or terminate operations as an institution or merge with another institution. In such cases, Recipient must promptly notify in writing the assigned education program specialist contact in Box 3. Additionally, Recipient must promptly notify the assigned education program officer if the Recipient's Authorized Representative changes.
16. Recipient must cooperate with any examination of records with respect to the advanced funds by making records and authorized individuals available when requested, whether by (i) the Department and/or its OIG; or (ii) any other Federal agency, commission, or department in the lawful exercise of its jurisdiction and authority. Recipient must retain all financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report pursuant to 2 CFR § 200.334.
17. Recipient acknowledges that failure to comply with this Supplemental Agreement, its terms and conditions, and/or all relevant provisions and requirements of CRRSAA or any other applicable law may result in Recipient's liability under the False Claims Act, 31 USC § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in the "Applicable Law" section of this Supplemental Agreement, below.

Applicable Law:

18. Recipient must comply with all applicable assurances in OMB Standard Forms (SF) SF-424B and SF-424D (Assurances for Non-Construction and Assurances for Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders, and regulations.
19. Recipient certifies that with respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or supplementing of Federal grants under this program; Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 CFR part 82, Appendix B).
20. Recipient must comply with the provisions of all applicable acts, regulations and assurances; the following provisions of *Education Department General Administrative Regulations* (EDGAR) 34 CFR parts 75, 77, 81, 82, 84, 86, 97, 98, and 99; the *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension*

(Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.