



PRIDE GRANT AWARD CONDITIONS

In order to ensure that compliance is maintained for all grant activities, the following award conditions have been developed. These award conditions are not all inclusive; each organization (entity) should refer to their governmental bodies for complete compliance requirements.

1. All Recipients agree to maintain records for a minimum of three years after project completion, as specified in OMB Circular A-102, Section .42, "Retention and Access for Records" and 2 CFR Part 215.53, "Retention and Access Requirements for Records". PRIDE shall have access to the records at all times.
2. All State and Local Government agencies in receipt of an award must adhere to OMB Circular A-102, "Uniform Administration for Grant and Cooperative Agreements" and OMB Circular 2 CFR Part 225 "Cost Principles...".
3. All higher education, hospitals or other non-profit organizations in receipt of an award must adhere to OMB Circular A-110 "Grants and Agreements..." and 2 CFR Part 230 "Cost Principles for Non-Profits", unless otherwise specifically excluded.
4. All Recipients must adhere to OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations".
5. All Recipients must adopt the following written policies: Procurement, Travel, Personnel, Financial and Property and submit them for review.
6. A detailed Scope of Services must be submitted to the PRIDE Office. The Scope of Services must include a complete description of the activities to be accomplished, date(s) of the activities, cost estimates, manpower needs and identify the agency completing the activity. PRIDE Environmental Education Grant recipients are not required to complete the Scope of Services.
7. All Recipients agree to indemnify and hold harmless PRIDE, its employees, officers, directors and agents, from and against any and all liabilities, obligations, penalties, claims, damages, and/or judgments of any kind, nature or description, including all attorney's fees and other costs and expenses that may be incurred by PRIDE, which may be imposed upon, incurred or suffered by or asserted against, PRIDE, its employees, officers, directors, and agents by third parties arising out of the Recipients actions in connection with this project.
8. In the event of a conflict between the grantor and the grantee, each party maintains the right to initiate a need for arbitration, upon written notice by one of the party's. Upon receipt of such notice, the parties will have a thirty-day grace period to settle the disagreement, after such time the Chairman of PRIDE and a representative from the Recipient shall appoint an arbitration committee. The arbitration committee will consist of three persons, one each appointed by PRIDE and the Recipient, with both parties choosing the third person. The three-member committee shall review submitted written documentation from each party regarding the terms of their positions. Within thirty days of such review a hearing will be conducted with both parties. Within thirty days of such hearing the three-member arbitration committee shall rule on the dispute, and the final ruling will be binding on both parties.
9. In order to ensure that Federal Funds are used for authorized activities, PRIDE will on a continual basis monitor all Recipient activities.
10. PRIDE encourages Recipients to utilize minority and women-owned firms and enterprises in contracts under financial assistance awards. The Minority Business Development Agency will assist Recipients in matching qualified minority and women-owned enterprises with contract opportunities. For further information contact: U.S. Department of Commerce, Minority Business Development Agency, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW, Washington DC 20230

I have reviewed, understand and agree to all award conditions.

Authorized Grant
Recipient Signature

Grant Number

Date