

**U. S. ARMY RESEARCH OFFICE  
GENERAL TERMS AND CONDITIONS  
FOR GRANT AWARDS TO EDUCATIONAL  
INSTITUTIONS AND OTHER NONPROFIT ORGANIZATIONS**

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## 1. Research Responsibility

- a. The grantee will bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives within the limits of the grant's terms and conditions.
- b. The principal investigator(s) specified in the grant document will be continuously responsible for the conduct of the research project and will be closely involved with the research effort. The principal investigator, operating within the policies of the grantee, is in the best position to determine the means by which the research may be conducted most effectively.
- c. The grantee will advise the grantor if the principal investigator will, or plans to, devote substantially less effort to the project than specified in the budgetary portion of the grant document.
- d. The grantee will obtain the grantor's approval to change:
  - (1) The principal investigator or to continue the research work during a continuous period in excess of three months without the participation of an approved principal investigator;
  - (2) The methodology or experiment when such is stated in the grant as a

specific objective;

(3) The stated objectives of the research effort; or

(4) The phenomenon or phenomena under study.

2. **Order of Precedence**. Any inconsistency or conflict in the terms or conditions specified in this grant shall be resolved according to the following order of precedence:

a. The Research Grant

b. General Terms and Conditions for Grant Awards to Educational Institutions and Other Nonprofit Organizations (Exhibit B of the Grant).

3. **Administration and Cost Principles**. The following documents and attachments thereto, effective the earlier of (i) the start date of this grant or (ii) the date on which the grantee incurs costs to be assessed the grant, are incorporated by reference as part of this grant:

a. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"

b. OMB Circular A-21, "Cost Principles for Educational Institutions"

c. OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (see note below)

d. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations"

e. DOD 3210.6-R, "DOD Grant and Agreement Regulations (DODGARs)"

Note: For those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122, Subpart 31.2 of the Federal Acquisition Regulation (FAR) (48 CFR Subpart 31.2) shall apply.

The above OMB documents may be obtained from:

Executive Office of the President Telephone: (202) 395-7332 Office of Management and Budget  
Publications Service New Executive Office Building 725 17th Street, N.W. Room 2200 Washington,  
DC 20503

The DOD 3210.6-R may be obtained from:

National Technical Information Service Telephone: (703) 487-4280 5285 Port Royal Road Springfield, VA 22161

4. **Amendment of the Grant.** The only method by which this grant may be amended is by a formal, written amendment signed by the Grants Officer. No other communications, whether oral or in writing, are valid.

5. **Waivers of OMB Circular Prior Approvals and Other Authorizations.** The following actions require prior, written approval from the Grants Officer:

- a. Change in the scope or objectives of the research project as required by Article 1 of these terms and conditions titled "Research Responsibility."
- b. Any request for additional funding.
- c. Change in key personnel as required by Article 1 of these terms and conditions titled "Research Responsibility."
- d. Award of a subcontract or subgrant to accomplish substantial programmatic work required in the agreement to be performed by the prime grantee unless the subaward is identified in the approved budget incorporated as part of the grant, exclusive of supplies, material, or general support services.
- e. Expenditures for equipment costing \$5,000 or more not specifically identified in the budget incorporated as part of the grant.
- f. Expenditures for foreign travel not specifically identified in the budget incorporated as part of the grant.

6. **PreAward Costs.** The grantee may incur preaward costs up to ninety (90) calendar days prior to the start date of the grant agreement. Preaward costs as incurred by the grantee must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with appropriate cost principles. Preaward costs are made at the grantee's risk. The incurring of preaward costs by the grantee does not impose any obligation on the grantor in the absence of appropriations, if an award is not subsequently made, or if an award is made for a lesser amount than the grantee expected.

7. **Approval of Change in Performance Period.** Extensions of performance periods must be based on a request in writing to the Grants Officer which shall be received at least thirty (30) calendar days prior to the end of the current performance period.

8. **Unobligated Balances**. In the absence of any specific notice to the contrary, the grantee is authorized to carry forward unexpended balances to subsequent funding periods of this grant agreement.

9. **Payments**

a. Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Grant, payments to the grantee shall be by the use of a predetermined schedule of payments.

b. Grantees not receiving predetermined schedule of payments shall submit requests for payment using the SF 270, Request for Advance or Reimbursement, no more frequently than monthly. The request shall be submitted to the activity identified in Item 16 of the Grant Schedule.

c. Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Grant, payments will be made by the following Government payment office:

Defense Finance and Accounting Service  
Rock Island Operating Location  
Building 68  
DFAS-RI-FPV  
Rock Island, IL 61299-8301

1-888-332-7742

10. **Publication and Acknowledgment**

a. Publication. The grantee is encouraged to publish results of the research, unless classified, in appropriate journals. One copy of each paper planned for publication will be submitted to the Army Research Office Scientific Officer/Technical Monitor simultaneously with its submission for publication. Copies of all publications resulting from the research will be forwarded to the grantor as they become available even though publication may in fact occur subsequent to the termination date of the grant.

b. Acknowledgment. The grantee agrees that in the release of information relating to this grant, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the Department of the Army, Army Research Office, and that the content of the information does not necessarily reflect the position or the policy of the federal government, and no official endorsement should be inferred. For purposes of this Article 10, information includes news releases, articles, manuscripts, brochures,

advertisements, still and motion pictures, speeches, trade association proceedings, etc.

c. Disclosure of Federal Funding. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state: (i) the percentage of total costs of the program or project which will be financed with federal money and (ii) the dollar amount of federal funds for the project or program. (Section 8136, FY 1989 DOD Appropriations Act).

11. **Technical Reporting Requirements**. Technical reporting requirements are as follows:

a. Interim Progress Reports - Due within ninety (90) days of the end of the reporting period, normally 30 December

b. Final Progress Reports - Due within ninety (90) days of the expiration of the grant

c. Manuscripts - Due at the same time the manuscript is submitted to the journal

d. Reprints - Due as available

e. Technical Reports - Due as available

f. Other Reports (related material, abstracts, theses) - Due as available

g. Forecast Expenditure Report - A partial report is generated by ARO and forwarded to the PI for completion ninety (90) days before the exercise of options or funding increments. Due to ARO Scientific Officer within thirty (30) days of receipt.

For detailed reporting instructions, see ARO Form 18, "Reporting Instructions," found on ARO's HomePage at [http://www.aro.gov](#). If the grantee does not have access to the Internet, copies of ARO Form 18 are available by calling the ARO Information Line on 919-549-4375.

12. **Financial Reporting Requirements**

a. The following financial reports are required for grantees receiving funds through a predetermined payment schedule:

(1) Report of Federal Cash Transaction (SF 272) (Quarterly): Due within 15 working days

following the end of each quarter

(2) Financial Status Report (SF 269) (Final): Due at completion of grant

b. The following financial reports are required for grantees receiving funds by reimbursement:

(1) Report of Federal Cash Transaction (SF 272): Due annually

(2) Financial Status Report (SF 269) (Final): Due at completion of grant

c. All reports shall be submitted to the Office of Naval Research Office identified in Item 15 of the Research Grant.

13. **Delegation of Administration Duties.** Certain grant administration duties have been delegated to the Office of Naval Research (ONR) identified in Item 15 of the Research Grant. These duties are as follows:

a. Provisionally approve all Requests for Advance or Reimbursement (SF 270).

b. Perform all property administration services except the approval of grantee's requests to purchase equipment with grant funds. Such approvals must be granted by the ARO Grants Officer.

c. Perform all plant clearance functions.

d. Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).

e. Obtain the interim (if required) and final financial report(s).

f. Obtain the interim patent report (s).

g. Execute administrative close-out procedures, which includes the following:

(2) Obtain final payment request, if any.

(3) Obtain final property report and dispose of purchased property and government furnished equipment (GFE) in accordance with OMB Circular A-110.

(4) Perform a review of final incurred costs and assist the Grants Officer in resolving exceptions, if any, resulting from questioned costs.

(5) Assure that all refunds due the Government are received by the Grants Officer.

14. **Funding Increments and/or Options.** The grantee is advised that the grantor's obligation to provide funding for increments and/or options included in the grant is contingent upon satisfactory performance and the availability of funds. Accordingly, no legal liability on the part of the grantor exists unless or until funds are made available to the grantor and notice of such availability is confirmed in writing to the grantee and performance of the research is deemed satisfactory in the judgment of the ARO Scientific Officer/Technical Monitor.

15. **Cost Sharing.** Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Grant, cost sharing, if any, is included in accordance with OMB Circular A-110.

16. **Title to Expendable and Nonexpendable Property.** Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Grant, title to all expendable and nonexpendable tangible personal property purchased with grant funds shall be vested in the grantee upon acquisition subject to OMB Circular A-110. Such property is considered exempt property and subject to the conditions established in OMB Circular A-110 and the DODGARs.

17. **Program Income.** All program income earned except (i) interest on advances of funds, (ii) proceeds from the sale of real and personal property, and (iii) royalties received as a result of copyrights or patents produced under the grant shall be deducted from the total project costs in determining the net costs on which the grantor share of costs will be based.

18. **Patent Rights.** The clause, "Patent Rights (Small Business Firms and Nonprofit Organizations)," (37 CFR Part 401), is incorporated as part of the grant by reference. Invention reports shall be filed at least annually and at the end of the grant's performance period. Annual reports are due sixty (60) days after the anniversary date of the grant and final reports are due ninety (90) days after the expiration of the final research period. The grantee shall use DD Form 882, Report of Inventions and Subcontracts, to file the invention reports. Negative reports are required. The grant shall not be closed out until all invention reporting requirements are met.

19. **Rights in Technical Data and Computer Software.** Rights in technical data and computer software under this grant shall be as specified in the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 or its ALT. I, where applicable, "Rights in Technical Data--Noncommercial Items" and 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation," which are incorporated by reference.

20. **Disputes.** Disagreements regarding issues concerning this grant between the grantee and grantor shall to the maximum extent possible be resolved by negotiation and mutual agreement at the Grants Officer level. If agreement cannot be reached, the grantee can submit, in writing, a disputed claim or



issue to the Grants Officer. The Grants Officer shall consider the claim or disputed issue and prepare a written decision within sixty (60) days of receipt. The Grants Officer's decision shall be final. The grantee may appeal the decision within ninety (90) days after receipt of such notification. Appeals will be resolved by the Director, U.S. Army Research Office. The decision by the Director, U.S. Army Research Office will be final and not subject to further administrative appeal. However, the grantee does not waive any legal remedy, such as formal claims under Title 28 United State Code 1492, by agreeing to this article.

## 21. Suspension, Debarment, and Termination

a. Suspension. This award is subject to any Department of Defense regulations that provide for suspending organizations and individuals. See DODGARs Part 25.

b. Debarment. This award is subject to any Department of Defense regulations that provide for debarring organizations or individuals from eligibility to participate under financial assistance programs. See DODGARs Part 25.

c. Termination. The grantor may terminate the grant in whole or in part for:

(1) Cause. Termination may occur at any time before the date of completion if the grantor determines that the grantee materially failed to comply with the terms and conditions of the grant. Payments made to the grantee or recoveries made by the grantor shall be within the legal rights and liabilities of the parties.

(2) Convenience. When both parties agree that continuing the project would not result in benefits commensurate with expending more funds, they may agree to terminate the grant. Termination conditions shall include the effective date of termination. In case of partial termination, the portion to be discontinued must be specified. Grantees shall cancel as many outstanding obligations as possible and shall not incur new obligations after the effective date of termination. The grantee shall be allowed full credit for the federal share of the noncancellable obligations properly incurred before termination.

22. Security. As a general rule, principal investigators will not need access to classified security information in the conduct of research supported under this grant. Should it appear that access to such information is desirable, the grantee shall advise the grantor and request clearance for the investigator. Should information be developed under the course of work under this grant that, in the judgment of the principal investigator or the grantee, should be classified, the grantor shall be notified immediately.

23. Officials Not to Benefit. The grantee shall comply with the provisions of 41 U.S.C. 22. No member

of Congress shall be admitted to any share or part of the grant made, entered into, or accepted by or on behalf of the U.S. or to any benefit to arise thereupon.

24. **Nondiscrimination (Equal Employment Opportunity)**. By accepting funds under this grant, the grantee certifies that it is complying with the requirements of:

- a. Title VI of the Civil Rights Act of 1964, as implemented by Department of Defense regulations at 32 CFR 195, concerning nondiscrimination in activities under this grant based on race, color, or national origin.
- b. Executive Order 11246, as implemented by Department of Labor regulations at 41 CFR Part 60.
- c. Title IX of the Education Amendments of 1974 (20 U.S.C. 1684, et seq.).
- d. The Age Discrimination Act of 1974 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Defense regulations at 32 CFR Part 56, concerning access for people with disabilities in grantee programs and activities, including but not limited to those under this grant.
- f. The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.)

25. **Access to Information**. The grantee agrees to permit any person or persons designated by the grantor access during normal business hours to such books, records, accounts, and other sources of information and facilities as is reasonably necessary to ascertain compliance with the provisions of this article.

26. . By accepting funds under this agreement, the grantee assures that it will comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and the Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) regulations at 40 CFR Part 15. In accordance with the EPA regulations, the recipient further agrees that it will:

- a. Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR Part 15, as long as the facility remains on the list.
- b. Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

27. **Certification Regarding Drug-Free Workplace.** By accepting funds under this agreement, the grantee acknowledges 31 CFR Part 19, Appendix C, "Certification Regarding Drug-Free Workplace Requirements." The place of performance as specified in the technical proposal shall constitute the grantee's designation of the site for the performance of work done in connection with this grant.
28. **Certification Regarding Lobbying** (applicable for grants exceeding \$100,000). By accepting funds under this agreement, the grantee acknowledges 31 CFR Part 21, "New Restrictions on Lobbying."
29. **Research Involving Recombinant DNA Molecules.** Any grantee performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules, " July 5, 1994 (59 FR34496) amended August 5, 1994 (59 FR40170) amended April 27, 1995 (60 FR 20726), or such later revision of those guidelines as may be published in the Federal Register.
30. **Prohibition on Use of Human Subjects.** Notwithstanding any other provisions contained in this grant or incorporated by reference herein, the grantee is expressly forbidden to use or subcontract for the use of human subjects in any manner whatsoever. In the performance of this grant, the grantee agrees not to come into contact with, use or employ, or subcontract for those or employ of any human subject for research, experimentation, test, or other treatment under the scope of works as set out in the grant without the express written approval from the Grants Officer.
31. **Prohibition on Use of Laboratory Animals.** Notwithstanding any other provisions contained in this grant or incorporated by reference herein, the grantee is expressly forbidden to use or subcontract or subgrant for the use of laboratory animals in any manner whatsoever without the express written approval of the Grants Officer.
32. **Data Collection.** Data collection activities, if any, performed under this grant are the responsibility of the grantee. Awarding agency support of the project does not constitute approval of the survey design, questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data are being collected for or in association with the awarding agency without the specific written approval of the cognizant awarding agency official. However, this requirement is not intended to preclude mention of the awarding agency support of the project in response to an inquiry or acknowledgment of such support in any publication of this data.
33. **Site Visits.** The grantor, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the grantor on the premises of the grantee, a subgrantee, or subcontractor, the grantee shall provide, and shall require its subgrantees and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly interfere with or delay the work.

### **34. Preference For Use of U.S.-Flag Air Carriers**

a. Travel supported by U.S. government funds under this grant shall use U.S.-flag air carriers for international air transportation of people and property to the extent that such service is available in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

b. Any air transportation to, from, between, or within a country other than the U.S., of persons or property, the expense of which will be assisted by this grant, must be performed on a U.S.-flag air carrier if service provided by such carrier is available.

c. For the purposes of this requirement, U.S.-flag air carrier service is considered available even though:

(1) Comparable or different kind of service can be provided at less cost by a foreign-flag air carrier;

(2) Foreign-flag air carrier service is preferred by, or is more convenient for the traveler; or

(3) Service by a foreign-flag carrier can be paid for in excess foreign currency.

d. The following rules apply unless the result would be use of a foreign-flag air carrier for the first or last leg of travel from or to the U.S.:

(1) A U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to farthest interchange point on a usually traveled route.

(2) If a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used to the nearest interchange point on a usually traveled route to connect with a U.S.-flag air carrier.

(3) If a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign-flag air carrier, the foreign-flag air carrier may be used notwithstanding the availability of alternative U.S.-flag air carrier service.

e. Exceptions. In the following situations, use of a foreign-flag air carrier is permissible:

(1) Travel to and from the U.S. Use of a foreign-flag air carrier is permissible if:

(a) The airport abroad is the traveler's origin or destination airport, and use of a U.S.-flag air service carrier would extend the travel status by at least 24 hours more than travel by foreign-flag air carrier; or

(b) The airport abroad is an interchange point, and use of a U.S.-flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or would extend the time in a travel status by at least six hours more than travel by foreign-flag air carrier.

(2) Travel Between Points Outside the U.S. Use of a foreign-flag air carrier is permissible if:

(a) Travel by a foreign-flag air carrier would eliminate two or more aircraft changes en route; or

(b) Travel by a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

(3) Short Distance Travel. For all short distance travel, regardless of origin and destination, use of a foreign-flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by foreign-flag air carrier is three hours or less and service by U.S.-flag air carrier would double the travel time.

35. **Military Recruitment on Campus.** As a condition for receipt of funds available to the Department of Defense (DOD) under this grant, the grantee agrees that it is not an institution of higher education (as defined in 32 CFR Part 216) that has a policy of denying, and that it is not an institution of higher education that effectively prevents, the Secretary of Defense from obtaining for military recruiting purposes: (A) entry to campuses or access to students on campuses; or (B) access to directory information pertaining to students. If the grantee is determined, using the procedures in 32 CFR Part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this article, the Government will cease all payments of DOD funds under

this grant and all other DOD grants and cooperative agreements to the grantee, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

### **36. Mandatory Information for Electronic Funds Transfer (EFT) Payment**

a. Method of Payment. Payments by the Government under this grant may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this provision, the term "EFT" refers to the funds transfer and may also include the information transfer.

b. Mandatory submission of grantee's EFT information.

(1) The grantee is required, as a condition to any payment under this grant, to provide the Government with the information required to make payment by EFT as described in paragraph d. of this article, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the grantee certifies in writing to the payment office that the grantee does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the grantee shall provide EFT information as described in paragraph d. of this article.

(2) If the grantee provides EFT information applicable to multiple grants or cooperative agreements, the grantee shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

c. Grantee's EFT information. Prior to submission of the first request for payment under this award, the grantee shall provide the information required to make contract payment by EFT, as described in paragraph d. of this article, directly to the Government payment office named in this award. If more than one payment office is named for this award, the grantee shall provide a separate notice to each office. In the event that the EFT information changes, the grantee shall be responsible for providing the changed information to the designated payment office(s).

d. Required EFT information. The Government may make payment by EFT through either an automated clearing house (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The grantee shall provide the following information for both methods in a form acceptable to designated payment office. The grantee may supply this data for this or multiple grants or cooperative agreements (see paragraph b. of this article).

(1) The award number to which this notice applies.

(2) The grantee's name and remittance address, as stated in the award, and account number

at the grantee's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the grantee's official authorized to provide this information.

(4) For ACH payments only: Name, address, and nine-digit routing transit number of the grantee's financial agent; and grantee's account number and the type of account (checking, savings, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(a) Name, address, telegraphic abbreviation, and the nine-digit routing transit number for the grantee's financial agent.

(b) If the grantee's financial agent is not directly on-line to the Federal Reserve Wire Transfer System, and, therefore, not the receiver of the wire transfer payment, the grantee shall also provide the name, address, and nine-digit routing transit number of the correspondent financial institution receiving the wire transfer payment.

e. Suspension of payment.

(1) Notwithstanding any other provisions of this award, the Government is not required to make any payment under this award until after receipt, by the designated payment office, of the correct EFT payment information from the grantee or a certificate submitted in accordance with paragraph b. of this article.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the grantee may request that no further payments be made until the changed EFT information is implemented by the payment office.

f. Grantee EFT arrangements. The grantee shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph d. of this article. The grantee shall pay all fees and charges for receipt and processing of transfers.

g. Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use

the grantee-provided EFT information in the correct manner, the Government remains responsible for making a correct payment and recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because grantee-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(a) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the grantee is responsible for recovery of any erroneously directed funds; or,

(b) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph a. of this article.

h. Payment office discretion. If the grantee does not wish to receive payment by EFT methods for one or more payments, the grantee may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

i. Change of EFT information by financial agent. The grantee agrees that the grantee's financial agent may notify the Government of a change to the routing transit number, grantee account number, or account type. The Government shall use the changed data in accordance with paragraph e(2) of this article. The grantee agrees that the agent's notice of changed EFT data is deemed to be a request by the grantee in accordance with paragraph e(2) that no further payments be made until the changed EFT information is implemented by the payment office.

j. The required EFT information will be requested by and subsequently provided to the applicable DFAS payment office.

37. **Acceptance of Grant**. The grantee is not required to countersign the grant document; however, the grantee agrees to the conditions specified in the Research Grant and the Articles contained herein unless notice of disagreement is furnished to the Grants Officer within fifteen (15) calendar days after the date of the Grants Officer's signature. In case of disagreement, the grantee shall not assess the grant any costs of the research unless and until such disagreement(s) is resolved.