


140823576 (b)(3)



Fax

(b)(3)


To: Takeia Bradley **From:** 

Fax: 301-314-9569 **Pages: 22 plus cover**

Phone: 301-405-8061 **Date: 27 August 2014**

Re: Grant 2014-14082200003 **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

Due to our financial system shutdown, please sign and return no later than 2 September 2014. I only need the first page. The signature page can be scanned and emailed to  Also, can you confirm receipt of this fax by sending me an email? Thanks!

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1. Award No. 2014-14082200003	2. Modification No. Base		3. Effective Date 01 September 2014		4. Page 1 of 22
5. Awarded To University of Maryland		6. Sponsoring Office Office of Integrated Missions		7. Period of Performance 01 September 2014 through 31 August 2016	
8. Type of Agreement Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other <input type="checkbox"/>	9. Authority 31 USC 6304 and 10 USC 2358		10. Purchase Request or Funding Document No. (b)(3)		
11. Remittance Address See Article 4		12. Total Grant Amount Govt. Share \$240,000 Cost Share \$ 0 Total \$240,000		13. Funds Obligated: This action: \$240,000 Total: \$240,000	
14. Principal Investigator Dr. Mohammad Hafezi (301) 375-5159	15. Program Officer (b)(3)		16. Administrator: (b)(3)		
17. Submit Payment Requests To See Article 4	18. Paying Office Same as Block 17		19. Submit Reports To As Directed by the Program Officer		
20. Accounting and Appropriation Data Amount Obligated: \$240,000					
21. Research Title and/or Description of Project: Topological Orders in Silicon Photonics (Topic 25)					
For the Recipient <i>Takela M. Bradley</i>			For the United States of America (b)(3)		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer		
23. Name and Title Takela M. Bradley, Contract Manager Office of Research Administration	24. Date Signed 8/28/14	26. Name of Officer Grants Officer		27. Date Signed 9/25/14	

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ARTICLE 1 SCOPE OF THE AGREEMENT

The Recipient shall perform a coordinated research and development program in accordance with the Recipient's technical portion of the proposal entitled "Topological Orders in Silicon Photonics"

Base Award (01 September 2014 -31 August 2016)

Government's Share	\$240,000
Recipients Share (cash or in-kind)	\$ 0
Total First Year Agreement	\$240,000

Option Year (01 September 2016 -31 August 2017) UNEXERCISED

Government's Share	\$120,000
Recipients Share (cash or in-kind)	\$ 0
Total Option Year Agreement	\$120,000

ARTICLE 2 DEFINITIONS

Parties -- For the purposes of this Agreement, the parties are University of Maryland and the United States of America, hereinafter called the Government or the Agency, represented by the Central Intelligence Agency.

Agreement -- The articles of this assistance agreement, Research Terms and Conditions (available at http://www.nsf.gov/pubs/policydocs/rtc/termssidebyside.pdf_jun11.pdf) and its attachments.

Recipient -- An organization or other entity receiving a grant or cooperative agreement. For purposes of this Agreement, the Recipient is University of Maryland.

Performance Year -- Each consecutive twelve-month period from the effective date of this agreement throughout the term of the agreement.

ARTICLE 3 ADMINISTRATIVE REQUIREMENTS

A. This Agreement will be administered in accordance with, and recipients shall comply with, the Research Terms and Conditions (available at http://www.nsf.gov/pubs/policydocs/rtc/termssidebyside.pdf_jun11.pdf) and the requirements of the following OMB Circulars, which are incorporated herein by reference:

- OMB Circular A-21, "Cost Principles for Educational Institutions," now codified at 2 CFR part 220 ;
- OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," now codified at 2 CFR part 215;

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- OMB Circular A-122, "Cost Principles for Non-Profit Organizations," now codified at 2 CFR part 230;
- OMB Circular A-133, "Audits of State, Local Governments, and Nonprofit Institutions" (27 June 03) (revised 26 June 07); and
- The Provisions of CIA Broad Agency Announcement No. ICPDP-2014-0001, entitled "2014 Intelligence Community Postdoctoral Research Fellowship Program (ICPDP)".

B. Should there be any inconsistency between the special conditions contained in the Articles of this agreement and the Research Terms and Conditions, the Articles of the agreement shall control. Should there be any inconsistency between the Research Terms and Conditions and any special conditions contained in the CIA Broad Agency Announcement, guides, brochures, etc., cited or included by reference in the agreement, the matter should be referred to the CIA Grants Officer for guidance.

ARTICLE 4 ADMINISTRATIVE RESPONSIBILITIES

Central Intelligence Agency Grants Office

Attn:

Address:

OIM Contracts

Washington, DC 20505

Phone:

Fax:

Email:

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(b)(3)

(b)(3)

Technical Point of Contact

Central Intelligence Agency Program Officer

ATTN:

Address:

Washington, DC 20505

Phone:

Fax:

Email:

(b)(3)

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Government Payment Office

The Internet Payment Platform (IPP) is a secure, web-based electronic invoicing system (accessible via the Internet) provided by the Department of the Treasury's Financial Management Service (FMS), in partnership with the Federal Reserve Bank of Boston. The Grantee shall provide the Grants Officer with the following information required for IPP registration: Organization Name, Tax Identification Number (TIN), and Organization designated IPP account administrator, to include: name, position, phone number, and email address.

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Organizations currently registered with IPP through another Government agency must still register separately for payments from this Agency.

Within 1-2 weeks after the grant award is signed, the information provided in paragraph above will be forwarded to IPP and the organization designated IPP account administrator will then receive two emails from the Treasury Web Applications Infrastructure's (TWAI) email address twai.gov@mail.eroc.twai.gov as follows: 1) From "IPP User Administration" – the Organization's IPP User ID, a link to the IPP Application, and the IPP Helpdesk phone number, and 2) From "Treasury UPS User Administration" – the Organization's IPP password (sent within 24 hours of the first email).

During registration, one (1) initial administrative user account is created for the organization for the submitted TIN. The IPP account administrator is required to set up all other organization user accounts, including other administrators. Registration is complete when the IPP account administrator logs into the IPP website with the User ID and password provided by TWAI accepts the "rules of behavior".

The Grantee shall access a first time login video found on the IPP homepage, which provides step-by-step instructions for logging into IPP for the first time. Other self-help videos, to include creating and submitting invoices, are available only after logging into IPP.

Passwords in IPP expire every 180 days. Fourteen days prior to the end of the 180-day period, IPP will send an email notification prompting you to change your password. If you do not change your password once during the 180 days, or if you do not change your password when prompted to do so, you must contact the IPP Helpdesk at 1-866-973-3131 to unlock your account and to reset your password.

IPP requires that all Grantees recertify annually. Failure to recertify will result in their accounts being disabled. Recertification requests are sent by e-mail to the address designated as the IPP account administrator for the Grantee. The Grantee shall be responsible for ensuring that any information requested by IPP for the purposes of recertification is provided to IPP within the timeframe designated in the correspondence. If the Grantee has any questions about the recertification process or if their account becomes disabled, the Grantee shall contact the IPP Help Desk at 1-866-973-3131 for assistance.

For application specific questions such as how to create an invoice or how to set up notifications, contact the IPP Helpdesk. For questions related to the grant, contact the Vendor Service Center at (b)(3)

The Grantee shall submit payment requests using IPP. The status of submitted invoices is available in IPP. For other invoice or payment questions relating directly to this grant award, call the payment office on (b)(3)

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Invention Reporting

Grants Office

Address: OIM Contracts
[Redacted]
Washington, DC 20505

Phone: [Redacted]
Fax: [Redacted]
Email: [Redacted]

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Recipient's Principal Investigator

P.I. Name: Dr. Mohammad Hafezi
Department: Joint Quantum Institute
Address:
Phone: (301) 975-5159
Fax:
Email: hafezi@umd.edu

Recipient's Authorized Organizational Representative

AOR Name: Takeia Bradley
Title: Contract Manger
Address: 3112 Lee Building, College Park, MD 20742
Phone: (301) 405-8061
Fax: (301) 314-9569
Email: oraa@umd.edu

ARTICLE 5 TERM OF THE AGREEMENT

The project has been approved on scientific/technical merit for 24 months. The period of performance is 01 September 2014 -31 August 2016.

ARTICLE 6 KEY PERSONNEL

The key personnel listed below must be employed with University of Maryland at the time of award and shall be maintained, to the maximum extent possible, throughout this agreement. Should changes be necessary, University of Maryland shall notify the Agency Grants Office (identified in Block 6 of the face page) in writing of the proposed substitute(s) within 30 days of the change in order to obtain approval of the substitution from the CIA Program Officer.

KEY PERSONNEL:

Principal Investigator: Dr. Mohammed Hafezi
Fellow (when identified): TBD

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ARTICLE 7 FISCAL MANAGEMENT

7.1 Restrictions of the Use of Government Funds

Government funds provided under this Agreement must be allocated by the Recipient exclusively for the execution and operation of the Agreement Scope. Government funds shall not be utilized to support the Recipient's operations or administration unrelated to this Agreement.

7.2. Obligation

In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to this Agreement. The Government's share for full performance of this award is \$240,000. Of this amount, \$240,000 is allotted and available for payment. This grant is fully funded. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of funding obligated and allotted by the Government.

7.3 Incremental Funding Actions

Unless otherwise specified in the agreement, each successive increment of a continuing grant will be funded at the level specified in Article 1 without a formal request from the recipient provided an annual report has been received from the Principal Investigator.

Incremental funding is contingent on:

- i. Availability of funds;
- ii. Satisfactory scientific/technical progress; and
- iii. Compliance with any special conditions of the agreement.

7.4 Advance Payment

To request advance payments, recipients shall submit a request for advance payment. The original and two copies of each request shall be submitted to:

CIA Grants Office, Block 6

7.5 Program Income

All program income earned during the project period shall be added to funds committed to the project by the Government and the Recipient and used to further eligible program objectives.

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7.6 Closeout Adjustments

The Government may make a downward adjustment to the Government funding amount after completion of the effort under an agreement, when appropriate in accordance with OMB Circular A-110.

ARTICLE 8 REVISION TO FINANCIAL PLANS

A. The financial plan, or approved budget, is the financial expression of the effort to be performed under this agreement as approved during the award process. This agreement and its terms and conditions reflect the approved financial plan. Some changes to the plan require prior approval, as described below.

B. Recipients are authorized to:

Carry forward unobligated balances to subsequent funding periods (with the exception of the final funding period)

C. The CIA Grants Officer's prior written approval is required for actions which:

1. Change the scope or objective of a project. The Principal Investigator must consult with the Program Officer and receive written approval from the Grants Officer before deviating from the research objectives defined in the grant proposal or any sub-award, transfer or contracting out of substantive program performance under this agreement.

2. Change key personnel. Support for the project may not continue without the active direction of the Principal Investigator and/or Postdoctoral Fellows approved for, and identified in, this Assistance Agreement. If the approved Principal Investigator/Postdoctoral Fellow severs his or her connection with the recipient institution or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the recipient institution must either:

- i. Appoint a replacement Principal Investigator/Postdoctoral Fellow with the approval of the Program Officer, or
- ii. Relinquish the Assistance Agreement, in which case the Agreement shall be terminated.

3. Change the recipient institution's cost share amount reflected in the approved budget.

4. Use human subjects or vertebrate animals.

5. Require no cost extensions exceeding 12 months.

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6. Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the grant, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the grant. This includes allowing the carryover of funds to the second and subsequent years of a multiple year grant. This provision also applies to subcontractors performing substantive work under the grant.

7. SPECIAL CONDITIONS

N/A

8. OPTION

The Government may extend the term of this grant by issuing a unilateral modification.

Option Year (01 September 2016-31 August 2017) UNEXERCISED

Government's Share	\$120,000
Recipients Share (cash or in-kind)	\$ 0
Total Option Year Agreement	\$120,000

ARTICLE 9 INVENTIONS

A. The clause entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact on matters relating to this clause will be the CIA Grants Officer

B. The Recipient shall file Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Agreement. Annual reports are due 60 days after the end of each year of performance and final reports are due 60 days after the expiration of the final performance period. Negative reports are also required. The Recipient shall submit the original and one copy to the Grants Officer.

C. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to article 12 entitled "Annual and Final Technical Reports," and all confirmatory instruments.

1. All rights and title to data and technical data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Recipient.

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2. The Recipient hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to use, duplicate, or disclose for governmental purposes any data, technology and inventions, whether patented or not, made or developed under this Agreement.

3. The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.

4. The Recipient is responsible for affixing appropriate markings indicating the rights of the Government on all data and technical data delivered under the agreement. The Government shall be deemed to have unlimited rights in all data and technical data delivered without markings.

ARTICLE 10 ANNUAL PERFORMANCE REPORTS

10.1 Annual Performance Report

A. Annual reports are required for efforts of more than one year. This report will provide a concise and factual discussion of the significant accomplishments and progress during the year covered by the report. Each of the topics described below shall be addressed for the effort being performed:

1. A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both.
2. Reasons why established goals were not met, if appropriate.
3. Other pertinent information including, when appropriate, analysis and explanation of cost overruns.

B. In addition, for research awards, each of the following topics (4) through (7) shall be addressed as appropriate to the research effort being performed:

4. A cumulative chronological list of written publications in technical journals. Include those in press as well as manuscripts in preparation and planned for later submission. Indicate likely journals, authors, and titles.
5. A list of professional personnel associated with the research effort. List any advanced degrees awarded, including dates, recipient, type of degree, and thesis title.

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6. Interactions (Related Activities):

- i. Papers presented at meetings, conferences, seminars, etc.
 - ii. Consultative and advisory functions to other laboratories and agencies on research supported under the agreement. Provide factual information about the subject matter, institutions, dates, and the names of individuals involved.
- 7. New discoveries, inventions, or patent disclosures and specific applications stemming from the research effort.**

The Postdoctoral Fellow is also required to present the status of the research grant at the annual IC Postdoctoral Research Fellowship Program Colloquium.

10.2 Final Technical Report

A. A Final Technical Report is due at the completion of the agreement. This report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the total period of the effort covered by the agreement. Each of the topics described shall be addressed as appropriate for the effort performed. Publications may be bound and attached as appendices.

B. When the results of a research effort have not previously been reported in scientific or technical publications, the Final Technical Report must provide sufficient detailed discussions of findings and accomplishments obtained in pursuit of the planned research objectives.

10.3 Report Submittal

The Recipient shall submit annual and final technical reports in the original and two copies to the Agency's program officer within 90 days after completion of the period covered by the report. The Recipient shall provide a copy of the transmittal letter to the Grants Officer.

10.4 Format

A. Cover and title page. Standard Form (SF) 298, Report Documentation Page, shall be used. Item 13 of the form should contain a 100 to 200 word abstract summarizing technical progress during the reporting period. Style should be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All pages should be of good quality for copying purposes.

B. Recipient's format is acceptable.

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ARTICLE 11 INFORMAL TECHNICAL REPORTS

11.1 Quarterly Reports

Quarterly reports shall be submitted at the end of each three month period in accordance with the Quarterly Report Template provided by the Program Officer. (The annual report replaces the report for the last quarter of the year). This report will provide a concise and factual discussion of the significant accomplishments and progress during each quarter covered by the report. Each quarterly report should describe the progress of the research project relative to the milestones that were defined in the proposal. If the quarterly report cannot be submitted, an email should be sent to the Grants Officer and Program Officer providing an explanation.

11.2 Informal Reports

This report shall be prepared only if requested by the Government program officer. It shall be submitted in letter format and is usually not longer than three pages in length. Its primary purpose is to inform the project engineer/program officer about significant events, accomplishments, and anticipated problems that may affect the conduct of the planned effort. It should summarize the progress of the effort being performed, new discoveries, inventions or patent disclosures, anticipated changes in commitments of key personnel and in the planned approach; acquisition or fabrication of major or special research equipment; and the titles of manuscripts planned for publication. The Recipient shall send the Agency program officer one copy signed by the principal investigator within 15 days after the request.

11.3 Government Visits

The Government may visit the Recipient to discuss project status and results.

ARTICLE 12 SCIENTIFIC REPORTS

A. For research agreements, this report shall be used for rapidly disseminating highly significant research results or for scientific reports that are too long or that contains useful compilations of data, tables, and computations not normally accepted by technical journals. It is not appropriate for a student's thesis. Before preparing a Scientific Report, obtain written permission from the Program Officer who will then furnish detailed instructions for formatting, reproducing, and distributing the report. Send the Agency program officer two copies.

B. On its cover, a scientific report shall prominently display the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government."

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ARTICLE 13 REPORTING FINANCIAL INFORMATION

Recipients shall submit financial reporting information in accordance with the following.

13.1 Interim Financial Reports

A. The Recipient shall submit an interim Federal Financial Report (FFR 425) within 30 days following the end of each quarter. The original and a copy of the report should be submitted to the Grants Officer list identified in Block 16 of the cover page. Recipients are required to update, certify and submit the FFR to the Agency by the due date even if funds have not been drawn during the reporting period.

B. Both cash management and financial status information should be reported on the same form for single award reporting.

13.2 Final Federal Financial Report

The recipient shall submit the final FFR no later than 90 days following the completion of the agreement. The original and a copy of the report shall be submitted to the Grants Administration Office identified in block 16 of the cover page.

13.3 Unexpended Balances

Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the grant, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the grant. This includes allowing the carryover of funds to the second and subsequent years of a multiple year grant, but it does not apply to options, which require current year funding. This provision also applies to subcontractors performing substantive work under the grant.

ARTICLE 14 PUBLIC DISCLOSURE OF SCIENTIFIC AND TECHNICAL INFORMATION

A. The Recipient may make formal public disclosure of the scientific and technical information from this supported work (e.g., release articles for appropriate professional publications or present papers at scientific meetings or symposia) and will take the following steps;

1. A copy of the article, paper, report, etc., shall be provided to the Government 45 days prior to submission for publication.
2. Reference shall be attributed to a grant issued by the Intelligence Community Postdoctoral Research Fellowship Program, or as may otherwise be prescribed by the Grants Officer.

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B. The Recipient may utilize the scientific and technical information resulting from this support in consulting or discussing this and related information with other qualified individuals or groups of individuals, where appropriate, for furthering this research and/or development effort. The provision of A(2) shall apply to such exchanges of information.

ARTICLE 15 NON-PUBLICITY

The Recipient shall not use or allow to be used any aspect of this solicitation and/or agreement for publicity. Publicity means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. It is further understood that this obligation shall not expire upon completion or termination of this agreement, but will continue indefinitely. The Recipient may request a waiver or release from the foregoing but shall not deviate there from unless authorized to do so in writing by the Grants Officer. Recipients are not required to obtain waivers when informing offices within this Agency of agreements it has performed or is in the process of performing.

ARTICLE 16 HUMAN SUBJECTS

Approval is required by CIA prior to any work beginning involving human subject use. All proposals that involve the use of human subjects must include documentation of their ability to follow Federal guidelines for the protection of human subjects. This includes, but is not limited to, protocol approval mechanisms, approved Institutional Review Boards (IRB), and Federal Wide Assurances. These requirements are based on expected human use issues sometime during the entire length of the proposed effort. The recipient shall provide their IRB approval of specific research, the blank informed user consent form, and the protocol and related documents as requested for secondary approval by CIA.

ARTICLE 17 ANIMAL SUBJECTS

Approval is required by CIA prior to work beginning involving animal subject use. Proposals selected for funding that will use vertebrate animals in the research must comply with the Animal Welfare Act [7 U.S.C. 2131 et seq.] and the regulations promulgated there under by the Secretary of Agriculture [9 CFR 1.1- 4.11] pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards. The recipient is expected to ensure that the guidelines described in the National Academy of Science (NAS) Publication, "*Guide for the Care and Use of Laboratory Animals*" (1996) are followed and to comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals* (included as Appendix D to the NAS Guide).

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ARTICLE 18 MODIFICATIONS

Any party to this Agreement who wishes to modify the Agreement shall confer in good faith with the other signatory parties to determine the desirability of the proposed modification. Modifications shall not be effective until a written modification is signed by the Agreement signatories (or their successors). Administrative modifications may be unilaterally executed by the CIA Grants Officer.

ARTICLE 19 SUSPENSION AND TERMINATION PROCEDURES

19.1 The Government reserves the right to suspend or terminate this agreement for cause. If the Recipient fails to comply with the terms and conditions of this agreement, the CIA Grants Officer will provide written notice of breach or deficiency to the Recipient and will provide the Recipient an opportunity to explain or correct the breach or deficiency within 30 days from receipt of notice. If grounds for termination for cause still exist, the Government may terminate or suspend performance. If suspension is invoked, the Government may withhold further payments, or prohibit the Recipient from incurring additional obligation of funds until corrective action is taken. If this agreement is terminated after the Recipient has received Government funding, the closeout procedures in OMB Circular A-110 apply.

The agreement may be suspended or terminated in whole or in part in any of the following situations by:

- A. The Agency when the recipient has materially failed to comply with the terms and conditions of the award;
- B. The Agency when it has other reasonable cause; including departure of the Principal Investigator.
- C. The Agency and the recipient by mutual agreement (if the Agency and the recipient cannot reach an agreement, the Agency reserves the right to unilaterally terminated the award); or
- D. The recipient on written notice to the Agency setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if the Agency determines that the unterminated portion will not accomplish the purposes of the agreement, it may suspend or terminate the entire agreement.)
- E. Notwithstanding the above, for security or safety reasons or in the case of a serious breach that could lead to irreparable damage, the Agency Grants Officer may order immediate suspension of work, in whole or in part.

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ARTICLE 20 - INFORMAL RESOLUTION OF GRANT ADMINISTRATION DISPUTES

A. Consistent with the Recommendation on Grant Disputes by the Administrative Conference of the U.S., and with the intent of the provisions of Alternative Dispute Resolution, the CIA provides the informal resolution processes described below concerning disputes or disagreements that may arise over a Grants Officer's post-award decisions under a CIA agreement.

B. Scope of Post-Award Disputes Covered

The disputes below are covered under this process:

1. Cost disallowances pursuant to a Grants Officer's decision (e.g., specific disallowances under an individual grant or as a result of an audit report);
2. Termination orders; and
3. The final settlement amount under a termination.

C. Procedures

1. The recipient should submit a certified letter to the Agency's Procurement Executive via the Grants Officer noting the recipient's disagreement or dispute and identifying the Agency's Grants Officer's decision in question, giving reasons for the request for review and providing any other material pertinent to the request.
2. The letter to the Procurement Executive must be postmarked no later than 30 days after the date of the letter notifying the recipient of the decision in question. The time for filing a request for review is strictly enforced and no extensions for the purpose of preparing it will be granted.
3. The request for review need not follow a prescribed format; however, it must contain a full statement of the recipient's position with respect to the disputed matter and the facts and reasons in support of the recipient's position. Requests will be reviewed if the recipient submits new information (which was unavailable at the time of the original decision); if an error in fact or application of Agency policy is noted in the original decision; or improper procedures were followed in the original decision.
4. The Procurement Executive will review or designate one or more individuals to review the matter. One reviewing official will be at least at a management level equivalent to the official who made the decision that is being reviewed. In no case, will the review be undertaken by any individual involved with the decision or involved in recommending and/or monitoring the scientific and engineering aspects of the project or responsible for negotiating and/or administrating its business aspects.

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5. The designated individual(s) will review and consider all relevant information available. A report which identifies the conclusion and recommendation will be completed within 30 days and forwarded to the Procurement Executive or his/her designee for a final and unappealable written decision for the agency. The Procurement Executive or his/her designee will communicate the decision in writing to the recipient.

ARTICLE 21 RESEARCH MISCONDUCT

All research awards issued by the CIA are subject to the Federal Policy on Research Misconduct published in the Federal Register on December 6, 2000 (65 FR 76260). The following definitions will be used when applying this policy:

- i. Research misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest error or difference of opinion.
- ii. Fabrication is making up data or results and recording or reporting them.
- iii. Falsification means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.
- iv. Plagiarism is the appropriation of another person's ideas, processes, results or words without giving appropriate credit.
- v. Research means all basic, applied, and demonstration research in all fields of science, engineering, mathematics, education, linguistics, medicine, psychology, social sciences, statistics, and research involving human subjects or animals.
- vi. Research institutions includes all organizations using Federal funds for research, including, for example, colleges and universities, intramural Federal research laboratories, Federally funded research and development centers, national user facilities, industrial laboratories, or other research institutes.
- vii. Research record is the record of data or results that embody the facts resulting from scientific inquiry, and includes, but is not limited to, research proposals, laboratory records, both physical and electronics, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

Any allegation of research misconduct should be reported to the CIA Grants Officer

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ARTICLE 22 REPORTING CLASSIFIABLE INFORMATION

A. This award is intended for unclassified, publicly releasable research. The recipient will not be granted access to classified information. The awarding agency does not expect that the results of the research project will involve classified information.

B. If, however, in conducting the activities supported under this award, the principal investigator (PI) is concerned that any of the research results involve potentially classifiable information that may warrant Government restrictions on the dissemination of the results, the PI should promptly notify the awarding agency's program officer.

ARTICLE 23 ENVIRONMENTAL STANDARDS

The Recipient agrees to the following environment standards;

A. Comply with applicable provisions of the Clean Air Act (42 U.S.C 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971- 1 975 Comp., p799] and Environmental Protection Agency (EPA) rules at 40 CFR part 15. In accordance with the EPA rules, the Recipient further agrees that it will:

- Not use any facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
- 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.

B. Identify to the awarding agency any impact this award may have on the quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the Recipient agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground) until the agency provides written Approval.

ARTICLE 24 NONDISCRIMINATION

By signing this agreement or accepting funds under the agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

A. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.).

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B. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.)

C. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by the Department of Health and Human Services regulations at 45 CFR part 90.

D. On the basis of disability, in the Americans with Disabilities Act.

ARTICLE 25 CERTIFICATIONS

The following Certifications, which have been executed by the Recipient prior to award of this agreement, are hereby incorporated by reference:

A. Certification regarding Debarment, Suspension, and Other Responsibility Matters.

B. Certification regarding Drug-Free Workplace Requirements.

C. Certification regarding Lobbying.

ARTICLE 26 LIABILITY

The Agency cannot assume any liability for accidents, illnesses or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The grantee institution is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

ARTICLE 27 SPONSORSHIP BY AN AGENCY WITHIN THE INTELLIGENCE COMMUNITY

This grant is sponsored by the Central Intelligence Agency, an Agency within the Intelligence Committee. To ensure compliance with Executive Order 12333, dated 4 December 1981, (revised 30 July 08) the individual signing this instrument on behalf of the academic institution is authorized by the institution to contract with an Agency within the Intelligence Community.

ARTICLE 28 PRIOR APPROVALS

As appropriate, prior approval of the following deviations from budget and program plans are required:

A. The Grantee must consult the Program Officer in Block 15 of the Award/Modification document through the AGO at the Administrative Office in Block 16 or the Grant Procurement Office in Block 6 of the Award/Modification document before deviating from the research objectives defined in the grant proposal or any sub-award, transfer or contracting out of substantive program performance under this award.

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B. Support for the project may not continue without the active direction of the Principal Investigator approved for, and identified in, this Grant. If the approved Principal Investigator severs his or her connection with the Grantee or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Grantee must either:

1. Appoint a replacement Principal Investigator with the approval of the Program Officer in Block 15 through the Grant Procurement Office in Block 6 of the Award/Modification document, or
2. Relinquish the Grant, in which case the Grant shall be terminated

C. Extension for the expiration period of this Grant – The AGO at the Administrative Office in Block 16 of the Award/Modification document has authority to approve a no-funds extension request meeting all of the following parameters:

1. A one-time basis only; and
2. For a period not to exceed 90 days; and
3. Where \$50,000.00 or less of obligated funds remain to be expended.

In other cases, where a request is outside one or more of the parameters, a no-funds extension can only be approved with the concurrence of the Program Officer in Block 15 of the Award/Modification document. For any no-funds extension to be effective, a written grant modification must be issued and signed by the AGO at the Administrative Office in Block 16 under the circumstances above or the Sponsoring Office in Block 6 of the Award/Modification document.

ARTICLE 29 DATA RIGHTS

A. All rights and title to data and technical data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Recipient.

B. The Recipient hereby grants to the U.S. Government a irrevocable, non-exclusive, non-transferable, royalty-free, fully paid-up license to use, duplicate, or disclose for governmental purposes any data, technology and inventions, whether patented or not, made or developed under this Agreement.

C. The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.

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D. The Recipient is responsible for affixing appropriate markings indicating the rights of the Government on all data and technical data delivered under the agreement. The Government shall be deemed to have unlimited rights in all data and technical data delivered without markings.

ARTICLE 30 USING TECHNICAL INFORMATION RESOURCES

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

ARTICLE 31 TRAFFICKING IN PERSONS PROTECTION

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub recipients under this award, and sub-recipients' employees may not –
 - i. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal Awarding Agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).

B. Provision applicable to a recipient other than a private entity. We as the Federal Government awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in CFR Part

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180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. "Severe forms of trafficking in persons," commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ARTICLE 32 FOREIGN TRAVEL IN SUPPORT OF PROGRAM

Before any foreign travel may be taken in support of this program, the Recipient must request approval in writing or via e-mail from the Grants Officer at least 30 days prior to Recipient's planned departure. The following information shall be provided: destination, conference details, general travel itinerary, hotel, and a copy of the paper or presentation submitted for the venue. The Grants Officer will provide approval or disapproval in writing or via e-mail.

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Summary: Topological features – global properties which are not discernible locally – have attracted tremendous research attention in many fields of physics, ranging from condensed matter to ultra cold gases. Recently, photonic systems have been under investigation to explore various types of topological orders and to potentially develop robust optical devices with built-in topological protection. In this research proposal, we will (a) Develop an experimental implementation of a synthetic gauge field using silicon-on-insulator (SOI) photonic technology, (b) Theoretically investigate the strongly interacting limit and develop effective theories for topological orders in a non-equilibrium system.