



Grant/Cooperative Agreement Award

1. AWARD NO. FA4819-18-2-0001		2. EFFECTIVE DATE 01 OCT 17		3. PURCHASE REQUEST NO. See Block 16		4. CFDA NO. 12.840		PAGE OF 1 35	
5. ISSUE BY 325 CONS/PKB CODE FA4819 501 Airey Ave Tyndall AFB, FL 32403-5549 Rebecca Natal 850-283-3648 DSN 523 rebecca.natal.1@us.af.mil				6. AWARDED TO CAGE CODE 07PJ5 Civil Air Patrol, Inc 105 S. Hansell St Maxwell AFB, AL 36112 (877) 227-9142			7. AUTHORITY 10 U.S.C §§9441-9448		
8. PERIOD OF PERFORMANCE 1 OCT 17- 30 SEP 22									
9. SCOPE / AGREEMENT TERMS See attached.									
10. RECIPIENT PRINCIPAL INVESTIGATOR N/A					11. OTHER SPONSORING AGENCY(S) N/A				
12. ADMINISTRATIVE OFFICE CODE See Block 5			13. PAYING OFFICE CODE. DFAS Limestone 3 Arkansas Road Limestone, ME 04751-1500			14. STAFF JUDGE ADVOCATE OFFICE Staff Judge Advocate, CAP-USAF Maxwell AFB, AL 36112 COMM: 334-953-6644; DSN: 493			
15. GOVT PROGRAM MANAGER (Name, Org, Tel, Email) CAP-USAF/CC, (334) 953-6987 DSN 493, capusaf.cc.maxwell@us.af.mil									
16. ALLOCATED FUNDING: The following funds with associated Accounting Classification reference number(s) (ACRN)s are allotted to this agreement:									
<u>ACRN</u> <u>FUND CITATION(s)</u>								<u>AMOUNT</u>	
SPECIAL INSTRUCTIONS: PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER.									
PAYING OFFICE INSTRUCTIONS:									
PAYMENT SCHEDULE (if applicable):									
17. TOTAL FUNDS OBLIGATED		Government Share	Recipient Share	Total	18. INVOICE INSTRUCTION				
		\$	\$	\$					
18. AMOUNT OF AWARD		Government Share	Recipient Share	Total					
		\$	\$	\$					
20. OPTIONS		Government Share	Recipient Share	Total	21. PERIOD				
FOR THE RECIPIENT					FOR THE UNITED STATES OF AMERICA				
22. SIGNATURE 					23. SIGNATURE 				
24. NAME AND TITLE Mark E. Smith, Major General CAP Chief Executive Officer			25. DATE SIGNED 15 Sep 17		26. NAME AND TITLE Rebecca Natal GRANTS OFFICER			27. DATE SIGNED 15 Sept 17	

COOPERATIVE AGREEMENT
TABLE OF CONTENTS

1. OVERVIEW
 - 1.1. PURPOSE AND AVAILABILITY OF FUNDS
 - 1.2. TERM OF THE AGREEMENT AND PERIOD OF PERFORMANCE
 - 1.3. TERMINOLOGY

2. DESIGNATIONS AND RESPONSIBILITIES
 - 2.1. USAF DESIGNATIONS AND AUTHORITIES
 - 2.2. USAF RESPONSIBILITIES
 - 2.3. CAP DESIGNATIONS AND AUTHORITIES
 - 2.4. CAP RESPONSIBILITIES

3. PROGRAM EXECUTION
 - 3.1. ASSIGNED/DELEGATED AUTHORITIES
 - 3.2. AIR FORCE PRIOR APPROVALS
 - 3.3. MISSIONS AND PROGRAMS
 - 3.4. PRIORITY FOR SUPPORT
 - 3.5. AIR FORCE SUPPORT TO CAP
 - 3.6. STATUS OF CAP PERSONNEL

4. FINANCIAL AND PROGRAM MANAGEMENT
 - 4.1. FINANCIAL MANAGEMENT SYSTEM STANDARDS
 - 4.2. ALLOWABLE COSTS AND AVAILABILITY OF FUNDS
 - 4.3. NON-FEDERAL AUDITS
 - 4.4. PAYMENTS
 - 4.5. CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES, AND COLLECTION

5. PROGRAM PERFORMANCE MANAGEMENT
 - 5.1. ACCESS TO RECORDS
 - 5.2. PERFORMANCE REPORTING
 - 5.3. INTERNAL CONTROLS
 - 5.4. EXTERNAL CONTROLS
 - 5.5. PROPERTY ADMINISTRATION
 - 5.6. PROCUREMENT STANDARDS

6. REMEDIES FOR NONCOMPLIANCE
 - 6.1. SUSPENSION
 - 6.2. TERMINATION
 - 6.3. CLAIMS ARISING FROM SUSPENSION OR TERMINATION

7. CLAIMS, DISPUTES AND APPEALS
 - 7.1. RECIPIENT CLAIMS
 - 7.2. GRANTS OFFICER DETERMINATIONS
 - 7.3. ADMINISTRATIVE APPEALS
 - 7.4. ALTERNATIVE DISPUTE RESOLUTION
 - 7.5. ASSIGNMENT OF CLAIMS

8. LIABILITY

- 8.1. LIMITATION OF LIABILITY
- 8.2. ENVIRONMENTAL LIABILITY

9. ADMINISTRATIVE MATTERS

- 9.1. MODIFICATIONS
- 9.2. NOTICES
- 9.3. WAIVER OF RIGHTS
- 9.4. SEVERABILITY
- 9.5. FORCE MAJEURE
- 9.6. ECONOMY ACT
- 9.7. CARGO PREFERENCE
- 9.8. OFFICIALS NOT TO BENEFIT
- 9.9. ACTIVITIES ABROAD
- 9.10. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION
- 9.11. FINANCIAL ASSISTANCE UNIVERSAL IDENTIFIER
- 9.12. DRUG-FREE WORKPLACE
- 9.13. PROHIBITION ON USING FEDERAL FUNDS FOR LOBBYING ACTIVITIES
- 9.14. WHISTLEBLOWER PROTECTIONS
- 9.15. ENTIRE AGREEMENT

10. OTHER NATIONAL POLICY REQUIREMENTS

1. OVERVIEW

1.1. PURPOSE AND AVAILABILITY OF FUNDS

1.1.1. This cooperative agreement is established to facilitate the Civil Air Patrol corporation in carrying out its purposes as established by 36 U.S.C. § 40302. The purposes of the Civil Air Patrol are: (1) (A) to encourage and aid citizens of the United States in contributing their efforts, services, and resources in developing aviation and in maintaining air supremacy; (B) to encourage and develop by example the voluntary contribution of private citizens to the public welfare; (2) to provide aviation education and training especially to its senior and cadet members; (3) to encourage and foster civil aviation in local communities; (4) to provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies; and (5) to assist the Department of the Air Force in fulfilling its noncombat programs and missions.

1.1.2. The Parties' obligations under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Grants Officer and the Grants Officer provides, in writing, notice of such availability to CAP. No legal liability on the part of CAP for performance under this agreement may arise until CAP receives such notice of availability.

1.1.3. There shall be no cost sharing or matching of funds under this Agreement unless approved as a modification to this Agreement IAW paragraph 9.1.

1.2. TERM OF THE AGREEMENT AND PERIOD OF PERFORMANCE

1.2.1. The term of this Agreement shall be from the effective date of the award through 30 September 2022.

1.2.2. The period of performance shall commence on 1 October 2017 and end on 30 September 2022. All changes to the period of performance must be approved as a modification to this Agreement IAW paragraph 9.1.

1.3. TERMINOLOGY

1.3.1. This award is governed by the guidance in 2 Code of Federal Regulations (C.F.R.) part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 C.F.R. part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 C.F.R. part 200" (79 FR 76047, December 19, 2014), all of which are incorporated herein by reference. Provisions of Chapter I, Subchapter C of Title 32, C.F.R., "DoD Grant and Agreement Regulations," other than parts 32 and 33, continue to be in effect and are incorporated herein by reference, with applicability as stated in those provisions.

1.3.2. In the event of a conflict between the terms of this agreement and other governing documents, The conflict shall be resolved by giving precedence in descending order as follows: (1) Federal statutes; (2) Federal regulations; (3) 2 C.F.R. part 200, as modified and supplemented by DoD's interim implementation found in 2 C.F.R. part 1103; (4) the terms and conditions of this agreement; and (5) attachments to this agreement, if any.

1.3.3. In case of disagreement with any requirements of this award, CAP shall contact the Grants Officer in order to resolve the issue.

1.3.4. Abbreviations used in this Agreement:

1 AF	1 st Air Force (Air Forces Northern)
ACC	Air Combat Command
ADR	Alternative Dispute Resolution
AFI	Air Force Instruction
BoG	Board of Governors, Civil Air Patrol
CAP	Civil Air Patrol, a federally chartered corporation
CAP NHQ	Civil Air Patrol National Headquarters
CAP-USAF	Civil Air Patrol - United States Air Force
CAP-USAF/CC	Commander, Civil Air Patrol - United States Air Force
CEO	Chief Executive Officer
DoD	Department of Defense
DoDGARs	Department of Defense Grant and Agreement Regulations
DoDI	Department of Defense Instruction
FAR	Federal Acquisition Regulations
IAW	in accordance with
MOU	Memorandum of Understanding
OMB	Office of Management and Budget
SAF	The Office of the Secretary of the Air Force

1.3.5. The following are the definitions of terms used in this Agreement:

Agreement – refers to this cooperative agreement and its attachments

Budget – the financial plan that the federal awarding agency approves during the federal award process or in subsequent amendments to the federal award

Claim – a written demand or written assertion by one of the parties to an award seeking as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of award terms and conditions, or other relief arising under or relating to the award

Closeout – as defined in 2 C.F.R. § 200.16

Corrective action – as defined by 2 C.F.R. § 200.26

Disallowed costs – as defined in 2 C.F.R. § 200.31

Equipment – as defined in 2 C.F.R. § 200.33

Expenditures – as defined in 2 C.F.R. § 200.34

Federal Fiscal Year (FY) – the period from 1 October of the previous year through 30 September of that year

Goal – a target level of performance expressed as tangible, measurable objectives, against which actual achievement can be compared

Government – the Federal Government of the United States of America

Grant Appeal Authority – Commander, Air Force Installation Contracting Agency as of the signing of this Agreement

Internal Controls – as defined in both 2 C.F.R. § 200.61 and 2 C.F.R. § 200.62

Monitoring – those actions taken by CAP to ensure that the terms of the Agreement are being met, that adequate progress is being made toward objectives, that Federal funds are being used responsibly; and that CAP is complying with all relevant statutes, regulations, agency requirements, and Office of Management and Budget circulars

Objective – the specific means of measuring and accomplishing a specified goal expressed in terms of outcomes

Parties – refers to the United States Air Force and the Civil Air Patrol

Party – interchangeably refers to either the United States Air Force or the Civil Air Patrol

Period of Performance – as defined in 2 C.F.R. § 200.77

Personally Identifiable Information (PII) – as defined in 2 C.F.R. § 200.79

Program – when used in the singular form, refers to the anticipated performance conducted under this Agreement with federal funds, resources, or other support and IAW federal law, federal regulation, or Air Force Instruction

Program Income – as defined in 2 C.F.R. § 200.80

Program Manager – CAP-USAF/CC, or designee

Real Property – as defined in 2 C.F.R. § 200.85

Recipient – refers to CAP

Simplified Acquisition Threshold – as defined in 2 C.F.R. § 200.88

Specified Task – particular work to be done or undertaken by CAP

Statement of Objectives – an attachment incorporated into this Agreement providing clear and concise direction to CAP in the form of goals, objectives and expected outcomes and outputs which allow the Federal awarding agency to measure performance IAW 2 C.F.R. § 200.301

Subaward – as defined by 2 C.F.R. § 200.92 and 2 C.F.R. § 200.330

Substantial Involvement – any collaboration, participation, oversight, direction, intervention or assistance in project performance on the part of the awarding agency

Supplies – as defined in 2 C.F.R. § 200.94

Termination – as defined in 2 C.F.R. § 200.95

Writing – written form, whether hardcopy or electronic, capable of being preserved for the duration of this Agreement

2. DESIGNATIONS AND RESPONSIBILITIES

2.1. USAF DESIGNATIONS AND AUTHORITIES

2.1.1. AF Program Office

CAP-USAF
105 South Hansell Street
Maxwell AFB, AL 36112-6332

2.1.2. AF Program Manager

CAP-USAF/CC
105 South Hansell Street
Maxwell AFB, AL 36112-6332
(334) 953-6987
E-mail: capusaf.cc.maxwell@us.af.mil

2.1.3. Grants Officer/Agreements Administration Office

Rebecca Natal
325 CONS/PKB
501 Airey Ave
Tyndall AFB, FL 32403
(850) 283-3648 DSN 523-3648
E-mail: rebecca.natal@us.af.mil
DoDAAC: **FA4819**

2.1.4. The Payment Office will be:

DFAS Limestone 3
Arkansas Road
Limestone, ME 04751-1500

2.2. USAF RESPONSIBILITIES

2.2.1. The Grants Officer, or other representative, has the authority to sign, administer, modify or terminate this Agreement on behalf of the Air Force. Furthermore, this Agreement shall not be modified without the coordination of the Grants Officer or authorized representative. The Grants Officer shall have wide latitude to exercise judgment in performing their responsibilities, to ensure (1) that the award is used effectively in the execution of DoD programs; (2) that it is made and administered IAW applicable laws, executive orders, regulations, and DoD policies; and (3) that sufficient funds are available for the obligation of all funds.

2.2.2. The Program Manager will ensure the systematic and periodic collection and submission of information on the program to the Office of Management and Budget IAW 2 C.F.R. § 200.100(a)(2).

2.2.3. The Program Manager will comply with all administrative requirements of 2 C.F.R. § 200, including those sections that govern what requirements may be imposed on awardees and subawardees.

2.2.4. Pursuant to 2 C.F.R. § 200.301, the Program Manager will provide CAP with clear performance goals, indicators, and milestones to track CAP's progress, identify promising practices, and build the evidence upon which program and performance decisions are made. These goals, indicators, milestones, and reporting requirements are delineated in the attached Statement of Objectives and will help determine the level of substantial involvement necessary to assist CAP in achieving program goals.

2.2.5. The Program Manager will ensure that all CAP audit requirements are met IAW 2 C.F.R. § 200 Subpart F and applicable OMB guidance.

2.2.6. When appropriate, the Program Manager shall provide technical direction under this Agreement. Technical direction includes but is not limited to: direction to CAP which shifts work emphasis between missions, programs, or objectives, provides for expertise or training on Air Force-related tasks, or otherwise serves to accomplish the goals or objectives described in this Agreement. Technical direction must be within the general scope of performance described in this Agreement, and may not be used to assign tasks or objectives to CAP that are outside that scope, or to change any of the terms, conditions or specifications herein.

2.2.7. The Grants Officer is the final approval authority for amendments to the Statement of Objectives, which may only be made through a modification to the cooperative agreement. Prior to approval and implementation, all amendments must be coordinated through and approved by both the Program Manager and the CAP Chief Executive Officer.

2.3. CAP DESIGNATIONS AND AUTHORITIES

2.3.1. Chief Executive Officer

105 S. Hansell St.
Maxwell AFB, AL 36112
(877) 227-9142

2.3.2. Chief Operating Officer

105 S. Hansell St.
Maxwell AFB, AL 36112
(877) 227-9142

2.4. CAP RESPONSIBILITIES

2.4.1. CAP shall develop regulations, policies, plans, programs, agreements and MOUs to govern the safety, training, qualification, conduct and performance of all CAP personnel in the carrying out of its purposes under paragraph 1.1.1. and in meeting its goals and objectives as delineated in the Statement of Objectives. These documents and any waivers to same are subject to approval by the Program Manager when they affect this program or any other federal interest whether directly or indirectly.

2.4.2. Pursuant to 2 C.F.R. § 200.211 and 2 C.F.R. § 200.300, CAP is responsible for complying with all requirements under the Federal Funding Transparency and Accountability Act, which requires that certain award information be disclosed and published on OMB's public website, USASpending.gov. This includes reporting information on any subawards made by CAP, as well as information on executive compensation.

2.4.3. Pursuant to 2 C.F.R. § 200.301, CAP is required to use OMB-approved standard information collections when providing financial and performance information to the Program Manager. Financial data reported must relate to the performance accomplishments of the federal award as determined by the Agreement and the Program Manager. When requested, CAP must also provide cost information to demonstrate cost effective practices.

2.4.4. On an annual basis, CAP shall provide a Program Objective Memorandum (POM) request, a proposed budget for the next fiscal year, and a Budget Execution Report for the prior fiscal year, to the Program Manager. These reports will require CAP to report sufficient statistical information to justify its budget, including support for any rates used in calculating the proposed budget (i.e., maintenance, flight hours, per diem, lodging, etc.). The budget shall be approved IAW AFI 10-2701.

2.4.5. IAW 2 C.F.R. § 200.308(b), CAP is required to report certain deviations from the approved program budget or project scope or objective to the Program Manager. If the cumulative amount of any budget transfers between SF-424A class categories is to exceed 10 percent of the approved budget in any fiscal year, the Program Manager must provide prior written approval for any transfers which exceed the 10 percent threshold. Transfers are not allowed that would cause any appropriation to be used for unauthorized purposes.

2.4.6. CAP shall comply with all other requirements of a recipient as delineated in 2 C.F.R. Part 200.

3. PROGRAM EXECUTION

3.1. ASSIGNED/DELEGATED AUTHORITIES

3.1.1. 10 U.S.C. § 9443 authorizes the Civil Air Patrol to use equipment, supplies, and other resources provided to the Civil Air Patrol by any department or agency of the Federal Government or acquired by or for the Civil Air Patrol with appropriated funds (or with funds of the Civil Air Patrol but reimbursed from appropriated funds) to fulfill any of Civil Air Patrol's purposes under 36 U.S.C. § 40302. In addition, 10

U.S.C. §§ 9442(b) and 9444 authorize the Secretary of the Air Force to use the services of the Civil Air Patrol to fulfill the noncombatant programs and missions of the Department of the Air Force and to provide equipment, supplies, and other resources that the Secretary determines necessary to enable the CAP to fulfill the missions assigned by the Secretary to the CAP as the Auxiliary of the Air Force. The Secretary of the Air Force may delegate this authority to Air Force personnel and organizations as required. Pursuant to AFI 10-2701 and this Agreement, unless specifically stated otherwise, all approval of CAP programs, policies, or activities and all coordination between CAP and the Air Force will be accomplished through CAP-USAF under the direction and authority of CAP-USAF/CC.

3.2. AIR FORCE PRIOR APPROVALS

3.2.1. IAW 2 C.F.R. Part 200, CAP is hereby granted prior approval:

3.2.1.1. To use program income to carry out any of its congressional purposes under paragraph 1.1.1. (2 C.F.R. § 200.307(e)). To the extent CAP is not prohibited by 36 U.S.C. § 40305, all program income earned during the project period shall be added to the funds committed to the program by the Government and shall be used to further eligible program objectives. CAP is responsible, however, for reporting program income to the Program Manager IAW paragraph 5.2.1. Program Income remaining at the end of the period of performance (or earned after the period of performance) must be added to any subsequent federal award to CAP. If within 90 days of final closeout, as determined by the Grants Officer, there is no subsequent federal award to CAP, CAP may use any remaining program income for any of its purposes under paragraph 1.1.1. Proceeds from the sale of real property, equipment, or supplies are not program income. (2 C.F.R. § 200.307(d)).

3.2.1.2. To incur allowable pre-award costs under 2 C.F.R. § 200.308(d)(1) without prior written approval from the Program Manager and Grants Officer. However, pursuant to that paragraph, all costs incurred before the award is made are at CAP's risk, and the Government is under no obligation to reimburse such costs if for any reason CAP does not receive funding or if funding is less than anticipated and thus inadequate to cover CAP's costs.

3.2.1.3. To retain, sell, or otherwise dispose of all equipment with a current per unit fair market value of \$5000 or less when that equipment is no longer needed for CAP's purposes under paragraph 1.1.1. (2 C.F.R. § 200.313(e)(1)).

3.2.1.4. To provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided (1) the subawards meet the requirements for fixed amount awards in 2 C.F.R. § 200.201; and (2) the subawards have been approved in the annual budget for the fiscal year in which they are to be awarded.

3.2.1.5. To include as allowable costs under this federal award:

(a) costs of any audit performed pursuant to the Single Audit Act or 2 C.F.R. Subpart F. (2 C.F.R. § 200.425).

(b) salaries, and other compensation of employees and personnel when in compliance with the cost principles of 2 C.F.R. § 200.430, and specifically approved in the annual budget. (2 C.F.R. § 200.430).

(c) fringe benefits provided to employees and personnel when in compliance with the cost principles of 2 C.F.R. § 200.431, and specifically approved in the annual budget. (2 C.F.R. § 200.431).

(d) costs of insuring Government property or assets acquired in part, or in whole, with federal

funds and costs of liability insurance to cover program activities (2 C.F.R. § 200.447(b)(2)).

(e) participant support costs when incurred by CAP to carry out its purposes IAW paragraph 1.1.1. (2 C.F.R. § 200.456).

3.2.2. The Program Manager may rescind the prior approvals authorized in section 3.2.1, in either specific instances or generally, as deemed appropriate. Any question as to whether prior approval has been granted for a particular action shall be determined by the Program Manager.

3.2.3. CAP must always request prior approval for any of the reasons listed in 2 C.F.R. § 200.308(c)(1). This requirement may not be waived. (2 C.F.R. § 200.308(d)).

3.2.4. All other actions or activities requiring prior approval under 2 C.F.R. Part 200 which are not explicitly listed in paragraph 3.2.1., must be approved separately by the Program Manager and Grants Officer prior to those actions or activities taking place.

3.3. MISSIONS AND PROGRAMS

3.3.1. Air Force funding and other assistance supports CAP in its functions both as the civilian auxiliary of the Air Force (10 U.S.C. § 9444) and as a federally chartered corporation (10 U.S.C. § 9443). CAP acts in its capacity as the auxiliary of the Air Force whenever it performs an assigned Air Force mission or when its services are used by any department or agency in any branch of the Federal Government (10 U.S.C. § 9442). AFI 10-2701 and this Agreement shall define CAP's performance as the civilian auxiliary of the Air Force.

3.3.2. The Air Force – and any other federal department or agency – may provide resources to CAP to assist it in carrying out any of its purposes under paragraph 1.1.1., even if those resources are not used by CAP in its status as the civilian auxiliary (10 U.S.C. § 9443). The Secretary of the Air Force is responsible for regulating the provision of such support (10 U.S.C. § 9448).

3.3.3. Unless otherwise approved by the Program Manager and Grants Officer, all funding provided to CAP by any federal department or agency, shall fall under this Agreement and be approved by the Program Manager and Grants Officer through a modification to this Agreement.

3.3.4. Parties acknowledge that CAP, as a non-profit organization, may independently perform, at certain times, corporate missions and activities which may not be directly related to this Agreement. Notwithstanding, CAP agrees that it shall safeguard the good name and reputation of both Parties at all times.

3.4. PRIORITY FOR SUPPORT

3.4.1. The priority for employing CAP resources will be as follows, from highest to lowest: support to the Air Force, support to other DoD departments and agencies, support to other federal agencies, support to state departments and agencies, support to local agencies, and support to others.

3.4.2. CAP may be used to support state and local law enforcement agencies within applicable laws, regulations, directives and instructions including, but not limited to, AFI 10-801, *Defense Support of Civil Authorities*, DoDI 3025.21, *Defense Support of Civilian Law Enforcement Agencies*; the Posse Comitatus Act (18 U.S.C. § 1385); and Chapter 18 of Title 10, United States Code.

3.5. AIR FORCE SUPPORT TO CAP

3.5.1. The Air Force may provide personnel, equipment, supplies and logistical and financial support to CAP, IAW 10 U.S.C. §§ 9443-9444, as implemented by AFI 10-2701, other applicable law, and this Agreement.

3.5.2. Air Force installations may provide CAP with those services and facilities necessary for mission accomplishment, IAW AFI 10-2701. Arrangements for use of facilities or services of another military department or other federal department or agency shall be made IAW AFI 10-2701 and the internal regulations of the supporting department or agency.

3.5.3. Air Force airlift support is permitted for official CAP activities IAW AFI 10-2701, and is requested and coordinated through CAP-USAF.

3.5.4. The Air Force will provide CAP with office and administrative space at Maxwell AFB, AL. CAP-USAF will approve all building work orders. In conjunction with the 42nd Air Base Wing, CAP and CAP-USAF will function as joint building custodians and will maintain control of building access. CAP-USAF will ensure the control of all classified material and will manage applications for any security clearances it determines are necessary for CAP personnel.

3.5.5. CAP-USAF shall monitor Air Force-sponsored training opportunities for CAP members. CAP participation in Air Force-sponsored training will be coordinated by CAP-USAF and conducted at the discretion of the training organization.

3.5.6. Subject to their availability, the Program Manager will coordinate the acquisition of Air Force uniforms, or secure funds for the purchase of Air Force uniforms, for CAP.

3.6. STATUS OF CAP PERSONNEL

3.6.1. CAP's grade structure, grade titles, and grade insignia will comply with AFI 10-2701. IAW public law, CAP membership shall not confer upon an individual any status as a member of the armed forces or any of the rights, privileges, prerogatives or benefits of active, reserve or retired military personnel, unless specifically authorized by federal law.

3.6.2. When acting in the service of CAP as the civilian auxiliary, CAP members shall wear either an Air Force-style uniform or an authorized CAP uniform unless otherwise requested by the tasking agency for that individual mission. CAP changes or modifications to the Air Force-style uniform or it's wear, to include grooming and appearance standards, must be approved by the Program Manager IAW AFI 10-2701.

4. FINANCIAL AND PROGRAM MANAGEMENT

4.1. FINANCIAL MANAGEMENT SYSTEM STANDARDS

4.1.1. CAP shall utilize financial management systems and additional controls as needed to meet the requirements of 2 C.F.R. § 200.302(b). Financial record retention shall be IAW 2 C.F.R. § 200.333, and the Program Manager and Grants Officer shall have access to financial information IAW 2 C.F.R. § 200.336.

4.1.2. Adequate documentation, either electronic or hard copy, shall be maintained to support all costs

charged to this Agreement IAW 2 C.F.R. § 200.400(d).

4.1.3. Financial reporting will be IAW 2 C.F.R. § 200.327 and will include the annual submission of OMB Form SF-425 to the Program Manager and Grants Officer. Annual financial reports will be due 90 calendar days after the conclusion of the fiscal year.

4.2. ALLOWABLE COSTS AND AVAILABILITY OF FUNDS

4.2.1. The allowability of CAP's costs shall be determined IAW 2 C.F.R. 200 Subpart E. It is herein understood and agreed that Government funds are to be used solely for Agreement-related costs actually incurred that are reasonable in nature and amount, and allocable to this Agreement.

4.2.2. The Parties' obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made. The Grants Officer may make additional allotments of funds during performance of this Agreement. Any additional obligation of funds under this Agreement will be IAW paragraph 9.1.

4.2.2.1. CAP will not use Program funds to pay for expenses which are paid or reimbursed with funds from other sources. Should CAP discover that expenses incurred under this Agreement were paid or reimbursed by more than one source, it shall notify the Grants Officer and Program Manager immediately.

4.2.2.2. In no event is the Government obligated to reimburse CAP for expenditures in excess of the total funds allotted by the Government in this agreement. CAP is not obligated to continue performance or otherwise incur costs in excess of the amount allotted.

4.2.2.3. There shall be no cost sharing or matching of funds under this Agreement unless approved as a modification to this Agreement IAW paragraph 9.1.

4.2.3. The Grants Officer may make additional allotments of funds during performance of this Agreement. Any additional obligation of funds under this Agreement shall be made IAW paragraph 9.1.

4.3. NON-FEDERAL AUDITS

4.3.1. CAP shall comply with the audit requirements specified in 2 C.F.R. part 200 Subpart F. CAP shall ensure that audits sufficient to meet the requirements of 2 C.F.R. § 200.501(a) are conducted. CAP shall maintain adequate records to account for all funding under this Agreement IAW 2 C.F.R. §§ 200.333-337. CAP's financial records, supporting documents, statistical records and all other records pertinent to this award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Auditors shall retain audit documentation and reports and be subject to examination or audit by the Government for a period of three (3) years after expiration of the period of performance of this Agreement (2 C.F.R. § 200.517(a)).

4.3.2. The Government shall have access to sufficient records and information from CAP, to ensure full accountability for all funding under this Agreement. A copy of each audit shall be provided to the Program Manager and the Grants Officer.

4.4. PAYMENTS

4.4.1. When possible, and when consistent with the provisions of 2 C.F.R. § 200.305(b)(1), CAP is

authorized to request advance payments under this award. That authorization is contingent on CAP continuing to maintain, or demonstrating the willingness to maintain, written procedures that minimize the time elapsing between the transfer of funds and CAP's disbursement of the funds for program purposes. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements to be made by CAP for program costs. CAP is not required to request advance payments and may instead request payment by reimbursement.

4.4.2. When federal departments, agencies, or programs request support from CAP, payment shall be made to CAP through CAP-USAF.

4.4.3. All payments shall be made by electronic funds transfers to the bank account registered in the System for Award Management (SAM), <https://www.sam.gov>. CAP agrees to maintain its registration under the SAM including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in SAM, it is CAP's responsibility to notify the Grants Officer and obtain a modification to this Agreement reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of CAP's failure to maintain correct/current EFT information within its SAM registration.

4.4.4. Wide Area Work Flow (WAWF) has been designated as the DoD standard for electronic invoicing and payment. Electronic submission of payment requests requires CAP to register in WAWF and have the appropriate CAGE code activated. CAP's SAM Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once CAP's CAGE Code is activated, the SAM EBPOC will self-register in WAWF and follow the instructions for a group administrator. CAP shall submit payment requests (invoices) electronically via WAWF.

4.5. CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES, AND COLLECTION

4.5.1. Closeout, adjustment and collection of amounts due shall be accomplished IAW 2 C.F.R. § 200.343- 345 and Subpart F. Final payment cannot be made nor can the Agreement be closed out until CAP delivers all required disclosures and reports to the Program Manager and Grants Officer. The Grants Officer may make a settlement for any downward adjustment to Federal share of costs after closeout documents are received.

4.5.2. Within ninety (90) days after final closeout as determined by the Grants Officer, any unobligated funds provided under this Agreement, and not authorized to be retained by CAP for use under a subsequent cooperative agreement with the Air Force, shall be remitted to the Grants Officer by check made payable to the U.S. Treasury.

5. PROGRAM PERFORMANCE MANAGEMENT

5.1. ACCESS TO RECORDS

5.1.1. The Program Manager and Grants Officer, or their designee, shall have the right of access to any information within CAP's control that is pertinent to Program performance and not otherwise protected by law (i.e., documents subject to attorney-client privilege, records protected by HIPAA, the contents of proprietary intellectual property, etc.).

5.1.2. All inquiries into progress or performance by the Program Manager or Grants Officer, or their designee, shall be answered within 5 business days or as otherwise determined by the Program Manager and Grants Officer. Should an extension be necessary, or a request viewed as unreasonable, the Program Manager will be notified and will be the final authority on whether any relief shall be granted.

5.1.3. At times, the Program Manager may use site visits to determine appropriate use of program resources, or to validate program performance.

5.2. PERFORMANCE REPORTING

5.2.1. CAP is responsible for the timely submission of those reports required by 2 C.F.R. § 200.328, except for those reports required by 2 C.F.R. § 200.328(d)(2), which are hereby waived pursuant to 2 C.F.R. § 200.328(f).

5.2.1.1. Performance Progress Report is to be submitted to the Program Manager no less than annually. The Program Manager or Grants Officer may require additional reports IAW 2 C.F.R. § 200.338. All reports must be in writing.

5.2.1.2. Each Performance Progress Report should include at minimum: (1) a statement of progress, including the results to date and a comparison of actual accomplishments with proposed goals and objectives as outlined in the Statement of Objectives, and the CAP NHQ strategic plan, (2) any current problems or unusual developments or delays; (3) goals and objectives CAP will strive to attain during the subsequent reporting period; (4) performance trend data and analyses when useful to the Program Manager; and (5) the amount and nature of any program income generated by CAP. The Statement of Objectives may contain additional reporting requirements.

5.3. INTERNAL CONTROLS

5.3.1. The Program Manager will ensure that CAP maintains effective internal controls over the Agreement that provide reasonable assurance that CAP is managing the federal award in compliance with federal statutes, regulations, directives and instructions, and the terms and conditions of the Agreement. IAW 2 C.F.R. § 200.303, CAP must establish and maintain a program that evaluates and monitors its own compliance in order to take prompt action when noncompliance is identified.

5.3.2. CAP must take reasonable measures to safeguard PII and other sensitive information IAW 2 C.F.R. § 200.303.

5.4. EXTERNAL CONTROLS

5.4.1. The Program Manager and Grants Officer each have authority to take corrective action pursuant to 2 C.F.R. § 200.338.

5.4.2. If CAP fails to meet the expected performance goals outlined in this Agreement, or is otherwise not responsible, the Program Manager or Grants Officer may impose additional, specific award conditions IAW 2 C.F.R. 200.207.

5.4.3. The Grants Officer, either upon the Program Manager's recommendation, or as otherwise appropriate, may wholly or partly suspend program funding, the use of program equipment and supplies,

or program performance based on criminal activity, repeated violations of CAP regulations or AF directives or instructions, safety or fiduciary concerns, or noncompliance with this Agreement. The Program Manager and Grants Officer shall comply with the procedures in paragraph 6.1.1. when taking suspension action under this paragraph.

5.4.4. The Grants Officer, either upon the Program Manager's recommendation, or as otherwise appropriate, may wholly or partly suspend the activities of specific CAP units based on criminal activity, repeated violations of CAP regulations or AF directives or instructions, safety or fiduciary concerns, or noncompliance with this Agreement. The Program Manager and Grants Officer shall comply with the procedures in paragraph 6.1.1. when taking suspension action under this paragraph.

5.4.5. At times, mission requirements may require the Program Manager to terminate or suspend certain aspects of CAP performance even when CAP is complying with all federal statutes, regulations, directives and instructions, and the terms of this Agreement. In such rare instances, CAP will still be notified and provided reasons for the suspension or termination. In the case of suspension, the Program Manager must comply with the procedures in paragraph 6.1.1 as soon as is reasonably possible. In the case of termination, the Program Manager must comply with the procedures in paragraph 6.2.1 as soon as is reasonably possible.

5.5. PROPERTY ADMINISTRATION

5.5.1. CAP shall acquire, use, manage, update, improve, dispose of, and insure property acquired or furnished under this Agreement IAW 2 C.F.R. § 200.310-316 (and any other relevant sections of 2 C.F.R. Part 200). This applies to the management, use, and disposition of both CAP-acquired and Government-furnished property, when Government funds are used in whole or in part to acquire, manage, update, improve, dispose of, or insure that property.

5.5.2. Pursuant to 2 C.F.R. § 200.312(c), the Grants Officer may exempt federally-owned property provided to CAP under this Agreement. Any request by CAP to have such property exempted shall be provided to the Grants Officer in writing.

5.5.3. Except as authorized by 10 U.S.C. § 9443(c), and IAW 2 C.F.R. § 200.313(c)(3), CAP must not use equipment acquired with this award to provide services for a fee that is less than private companies charge for equivalent services for as long as the Government retains an interest in the equipment.

5.5.4. Any federal agency or entity leasing property to CAP will determine by separate agreement whether CAP will need to provide insurance for said property.

5.6. PROCUREMENT STANDARDS

5.6.1. CAP shall comply with all procurement standards of 2 C.F.R. §§ 200.318-326.

5.6.2. The federal cost principles in 48 C.F.R. Subpart 31.2, Appendix D, must be used to determine the allowability of contractor's costs charged to any procurement contract CAP enters into under this award.

6. REMEDIES FOR NONCOMPLIANCE

6.1. SUSPENSION

6.1.1. The Grants Officer, either upon the Program Manager's recommendation, or as otherwise appropriate, may determine that CAP is not in compliance with the terms and conditions of this Agreement, and upon determining that noncompliance cannot be remedied by imposing additional conditions, the Grants Officer may wholly or partly suspend the performance of this Agreement IAW paragraphs 5.4.3., 5.4.4., or 5.4.5. The Grants Officer shall immediately send notice to all CAP authorities listed in paragraph 2.3 whenever suspension action is taken or subsequently revoked. The notice of suspension shall be in writing and shall set forth the nature of the suspension, the effective date of suspension, and the reasons for suspension and shall provide CAP no less than thirty days to provide evidence of compliance with this Agreement.

6.2. TERMINATION

6.2.1. With or without prior suspension, this Agreement may be terminated in whole or in part:

(a) unilaterally by the Grants Officer, if the Grants Officer determines that CAP is not in compliance with the terms and conditions of this Agreement.

(b) by mutual agreement of the Parties, in which case the Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(c) by either signatory Party to this Agreement upon sending to the other Party written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The terminating Party must provide such notice at least 30 days prior to the effective date of the termination.

6.2.2. If this Agreement is terminated in whole or in part, CAP shall comply with the closeout procedures in 2 C.F.R. § 200.343.

6.3. CLAIMS ARISING FROM SUSPENSION OR TERMINATION

6.3.1. In the event of suspension or termination, any claim by CAP for costs incurred under this Agreement must be received within 6 months after the date of suspension or termination. No termination costs are payable in the event of a termination based on CAP's failure to comply with the terms and conditions of this Agreement. The Government's total liability for work supported by this Agreement and for any claims, including suspension or termination claims, shall not exceed the federal funds obligated on the Agreement. Allowability of costs under any termination claim shall be determined IAW 2 C.F.R. 200 Subpart E.

7. CLAIMS, DISPUTES AND APPEALS

7.1. RECIPIENT CLAIMS

7.1.1. CAP shall submit, in writing, claims arising out of this Agreement to the Grants Officer. Claims shall specify the nature and basis for the relief requested and shall include all data and relevant facts in support

of the claim.

7.2. GRANTS OFFICER DETERMINATIONS

7.2.1. Within 60 calendar days of receipt of a written claim, the Grants Officer shall either: (i) Prepare a written decision, which shall include the reasons for the decision; shall identify all relevant data on which the decision is based; shall identify the cognizant Grant Appeal Authority and give his or her mailing address; and shall be included in the award file; or (ii) Notify CAP of a specific date when he or she will render a written decision, if more time is required to do so. The notice shall inform CAP of the reason for delaying the decision (e.g., the complexity of the claim, a need for more time to complete ADR procedures, or a need for CAP to provide additional information to support the claim).

7.2.2. The decision of the Grants Officer shall be final, unless CAP decides to appeal. If CAP decides to appeal the Grants Officer's decision, the Grants Officer shall encourage CAP to enter into ADR procedures, as described in paragraph 7.4 of this Agreement.

7.3. ADMINISTRATIVE APPEALS

7.3.1. CAP may appeal a decision of the Grants Officer within 90 calendar days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer. If CAP elects to use an ADR procedure, CAP is permitted an additional 60 calendar days to file the written notice of appeal to the Grant Appeal Authority and Grants Officer.

7.3.2. Within 30 calendar days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority, CAP, and the Program Manager, the appeal file, which shall include copies of all documents relevant to the appeal. CAP may supplement the file with additional documents it deems relevant. Either the Grants Officer or CAP may supplement the file with a memorandum in support of its position. The Grant Appeal Authority may request additional information from either the Grants Officer or CAP.

7.3.3. The appeal shall be decided solely on the basis of the written record, unless the Grant Appeal Authority decides to conduct fact-finding procedures or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

7.4. ALTERNATIVE DISPUTE RESOLUTION

7.4.1. The Parties shall endeavor to agree upon an ADR technique appropriate to resolve any dispute, and they shall use ADR to the maximum extent practicable prior to seeking alternative legal action. ADR procedures are any voluntary means, such as discussions, negotiation or mediation, used to resolve issues in dispute.

7.4.2. ADR procedures may be used prior to submission of a claim or at any other time prior to the Grant Appeal Authority's decision on any appeal. ADR shall terminate the claim or appeal processes should an agreement between the Parties be reached.

7.5. ASSIGNMENT OF CLAIMS

7.5.1. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended, 31 U.S.C. § 3727, and 41 U.S.C. 15, claims for monies due or to become due to CAP from the Government under this

Agreement may be assigned to a bank, trust company, or other financial institution, including an such Federal institution. Any such assignment or re-assignment shall cover all amounts payable under this Agreement and not already paid, and shall not be made to more than one party as agent or trustee for two or more parties participating in such financing. All assignment and re-assignment final decisions are subject to review by the cognizant Agreements Administration Officer.

7.5.2. Copies of this Agreement, or any plans, specifications, or other documents relating to work under this Agreement, if marked "TOP SECRET," "SECRET," "CONFIDENTIAL," or "U.S. Grants Officer GOVERNMENT USE ONLY," shall not be furnished to any assignee of any claim arising under this Agreement, or to any person not entitled to receive the same, without the prior written authorization of the Grants Officer.

8. LIABILITY

8.1. LIMITATION OF LIABILITY

8.1.1. For purposes of the Federal Tort Claims Act (FTCA), CAP is deemed to be an instrumentality of the U.S. when acting in its capacity as the civilian auxiliary to the Air Force. The Federal Employees Compensation Act (FECA) covers volunteer CAP members 18 and older (including any third party operating as a volunteer CAP member with prior AF approval) when acting in the service of CAP in its capacity as the civilian auxiliary.

8.1.2. Except as provided in paragraph 8.1.1., or as otherwise required by law, the Government does not waive its sovereign immunity. CAP is solely responsible for any damages which may arise from any suit, action, or claim and for any costs from or incidental to these suits, actions or claims, including but not limited to settlement and defense costs, except to the extent the Government has waived its sovereign immunity under the FTCA, the FECA, or other express provisions of law.

8.2. ENVIRONMENTAL LIABILITY

8.2.1. CAP is responsible for achieving compliance with all environmental laws applicable to the work performed under this Agreement, including but not limited to any licenses and permit applications required under Federal, State, or local laws or regulations. CAP shall not name the United States, the Department of the Air Force, or any other Government agency, instrumentality or employee as an owner, operator or in any other capacity on any license or permit application required under environmental laws unless written consent is first obtained from an authorized agent of the Federal agency or instrumentality to be named.

9. ADMINISTRATIVE MATTERS

9.1. MODIFICATIONS

9.1.1. Modifications to this Agreement may be proposed by either Party. CAP recommendations for any modifications to the Agreement shall be submitted in writing to the Program Manager with a copy to the Grants Officer. CAP shall detail the impact of the proposed modification to the Agreement. Changes are effective only after the Agreement has been modified. Only the Grants Officer has the authority to act on behalf of the Government to modify this Agreement. If the Government agrees to the proposed

modification without change, the Grants Officer may sign the modification unilaterally approving the request.

9.1.2. The Grants Officer may unilaterally issue minor or administrative modifications to the Agreement (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

9.2. NOTICES

9.2.1. All notices and prior approvals required herein, or by 2 C.F.R. part 200, shall be in writing and shall be addressed to the individuals identified in paragraph 2.3. Notices shall be effective when received, not when sent. If sent certified or registered mail, postage prepaid, return receipt requested, notice shall be effective on the date the return receipt shows the notice was accepted. Notices may be sent by electronic mail (e-mail), but shall be effective only if the sender can produce documentary evidence to establish that the addressee actually received the notice.

9.3. WAIVER OF RIGHTS

9.3.1. Any waiver of any requirement contained in this Agreement shall be by mutual agreement of the Parties. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Party. Failure to insist upon performance of any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights by any Party.

9.4. SEVERABILITY

9.4.1. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

9.5. FORCE MAJEURE

9.5.1. Neither Party shall be in breach of this Agreement for any failure to perform caused by any event beyond its reasonable control and not caused by the fault or negligence of that Party. In the event such a force majeure event occurs, the Party unable to perform shall promptly notify the other Party IAW paragraph 9.2.1. above, and shall in good faith continue performance to the extent reasonably possible.

9.6. ECONOMY ACT

9.6.1. Any federal agency requesting assistance from CAP through the Air Force must certify its request comports with the Economy Act, 31 U.S.C. § 1535, or a more specific authority when such authority is available. The appropriate Air Force approval authority (as listed in AFI 10-2701) must certify compliance with the Economy Act prior to approving performance in support of a federal agency. Absent other statutory authority, any request that does not comply with the Economy Act will not be approved.

9.7. CARGO PREFERENCE

9.7.1. CAP agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. § 1241), as implemented by Department of Transportation regulations at 46 C.F.R. § 381.7, which requires that at

least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available. Also, Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading for each such shipment of cargo must be furnished to both the Grants Officer and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9.8. OFFICIALS NOT TO BENEFIT

9.8.1. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, IAW 41 U.S.C. 22.

9.9. ACTIVITIES ABROAD

9.9.1. CAP shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for CAP's compliance with the laws and regulations of the country in which the activities are to be conducted.

9.10. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

9.10.1. CAP shall report on first-tier subawards and executive compensation IAW the Federal Funding accountability and Transparency Act (FFATA) of 2006 and associated 2008 amendments. Reporting is required for Agreements equal to or over \$25,000 IAW 2 C.F.R § 200.300(b). Subawards must be reported to <http://www.fsrs.gov> or any successor OMB-designated Web site for reporting subaward information. Executive compensation must be reported to <https://www.sam.gov> or any successor OMB-designated website for reporting information on executive compensation.

9.11. FINANCIAL ASSISTANCE UNIVERSAL IDENTIFIER

9.11.1. CAP and first-tier subrecipients shall have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the SAM database or any successor OMB-designated website for reporting information.

9.11.2. CAP must review and update the information at least annually after its initial registration in the system and more frequently if required by changes in information. The one exception is the integrity and performance information that CAP reports through the System for Award Management to the designated performance and integrity information system. That information must be reviewed and updated at least semiannually.

9.12. DRUG-FREE WORKPLACE

9.12.1. CAP must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 26, which is the DoD implementation of 41 U.S.C. 81, "Drug-Free Workplace."

9.13. PROHIBITION ON USING FEDERAL FUNDS FOR LOBBYING ACTIVITIES

9.13.1. IAW 18 U.S.C. § 1913, absent express Congressional authorization, CAP is prohibited from paying directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

9.14. WHISTLEBLOWER PROTECTIONS

9.14.1. CAP must comply with 10 U.S.C. § 2409, including the prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and the requirement to notify employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute.

9.15. ENTIRE AGREEMENT

9.15.1. This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

10. OTHER NATIONAL POLICY REQUIREMENTS

10.1. The following Certifications and Representations, which have been executed by CAP prior to award of this Agreement and are on file with the awarding agency, are hereby incorporated herein by reference: (1) Certification Regarding Lobbying, Appendix A to 32 C.F.R. Part 28; and (2) Representation Regarding an Unpaid Delinquent Tax Liability or Felony Conviction under any Federal Law – DoD Appropriations.

10.2. By signing this Agreement or accepting funds under this Agreement, CAP 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.), as implemented by DoD regulations at 32 C.F.R. Part 195.

b. On the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, in Executive Order 11246 (3 C.F.R., 1964-1965 Comp. p. 339), as implemented by Department of Labor regulations at 41 C.F.R. Part 60.

c. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, et seq.), as implemented by DoD regulations at 32 C.F.R. Part 196.

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

e. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 C.F.R. Part 41 and DoD regulations at 32 C.F.R. Part 56.

f. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

10.3. By signing this Agreement or accepting funds under this Agreement, CAP assures that it will comply with applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended and the Clean Water Act (33 U.S.C. § 1251 et seq.), as implemented by Executive Order No. 11738 (3 C.F.R., §§ 1971-1975 Comp. P. 799), and the related regulations of the Environmental Protection Agency (EPA) (40 C.F.R. Part 15). Said regulations, Executive Order, and Acts are incorporated into this Agreement by reference.

10.4. By signing this Agreement or accepting funds under this Agreement, CAP assures that it will comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 35. The requirements concern lead-based paint in buildings owned by the Federal Government.

10.5. By signing this Agreement or accepting funds under this Agreement, CAP assures that it will comply fully with the Endangered Species Act of 1973, as amended (ESA, at 16 U.S.C. § 1531 et seq.), and implementing regulations of the Departments of the Interior (50 C.F.R. Parts 10-24) and Commerce (50 C.F.R. Parts 217-227). CAP also agrees to provide any help the Air Force may need in complying with the consultation requirements of ESA section 7 (16 U.S.C. § 1536) applicable to Federal agencies or any regulatory authorization the Air Force may need based on the award of funds under or performance of this Agreement.

10.6. By signing this Agreement or accepting funds under this Agreement, CAP assures that it will not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 C.F.R. 15.5, as long as the facility remains on the list. If, in performing this award, CAP intends to use a facility that is on the List of Violating Facilities or that CAP knows has been recommended to be placed on the List of Violating Facilities, CAP shall notify the Grants Officer and Program Manager.

10.7. By signing this Agreement or accepting funds under this Agreement, CAP assures that it will comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104). If CAP or any subaward recipient (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act at any point during the period of time in which this Agreement is in effect or (ii) knowingly uses forced labor during the time in which this Agreement is in effect, the Government shall have the right to terminate this Agreement without penalty.

ATTACHMENTS: Statement of Objectives

Statement of Objectives (SOO)

I. AVIATION, AEROSPACE AND STEM EDUCATION AND TRAINING

1.1. GOALS AND OBJECTIVES

1.1.1. Goal: CAP will establish and maintain a comprehensive program, with an internal focus for its members and an external focus for outreach, that encourages and aids citizens of the United States in contributing their efforts in developing aerospace, aviation, and STEM knowledge and to providing aerospace education and training while striving for maintaining air supremacy.

1.1.1.1. Objective 1: CAP will develop a current and relevant internal aerospace education program that educates and promotes the advancement of air, space and cyberspace domains to cadet and adult members using aerospace, aviation and STEM educational programs/resources while emphasizing career opportunities.

Output: CAP will make available to the Program Manager as part of the annual review proposals to enhance the AE program. This will be reviewed and coordinated on an annual basis during the Program Managers review of the Strategic Plan Annex.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

1.1.1.2. Objective 2: CAP will develop a current and relevant external aerospace education program that promotes the air, space and cyberspace domains to the general public, concentrating on schools, school teachers and students of all ages and community organizations emphasizing the important societal, economic and national security impact aerospace and STEM have on our country.

Output: CAP will make available to the Program Manager as part of the annual review and coordination of the Strategic Plan Annex proposals to enhance the AE program.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

1.1.1.3. Objective 3: CAP will develop, organize and schedule a program of recurring CAP national and regional Aerospace Education Officer courses that provide an advanced level of instruction and include, but are not limited to, instruction on how to conduct the internal and external aerospace missions using available curricula programs and resources.

Outcome: CAP's Aerospace Education Officers are trained to effectively carry out the purposes of the internal and external aerospace education mission.

Output: CAP's courses of instruction will meet the knowledge and performance training requirements of the AE Specialty track in accordance with CAP regulations.

Output: CAP will plan national and regional aerospace education courses each year for the purpose of training squadron, group, wing, and regional aerospace education officers to

effectively execute the CAP AE mission and improve their performance of their AE responsibilities.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

2. INFORMATION TECHNOLOGY AND DATA PROTECTION

2.1. GOALS AND OBJECTIVES

2.1.1. Goal: CAP will possess an information technology system that enables the requirements of this Agreement and provides reasonable levels of data protection.

2.1.1.1. Objective: CAP will provide information technology based systems and applications that enable reporting and mission accomplishment.

Output: CAP will establish and maintain an IT system that enables the collection, manipulation and reporting of data required in the Agreement. System capabilities will be based on available resources and enhancements will be made according to CAP's prioritization methodology.

Output: CAP will establish reasonable processes to protect the integrity of the IT system and stored data.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

3. INSPECTIONS, COMPLIANCE, AND COMPLAINT RESOLUTION

3.1. GOAL AND OBJECTIVES

3.1.1. Goal: CAP will establish and maintain an Inspector General program that operates an independent and objective Inspection and Complaints Resolution program.

3.1.1.1. Objective 1: CAP and CAP-USAF will jointly establish and maintain a wing-level inspection program that assesses the CAP wing's ability to comply with mission critical requirements.

Output: CAP Wing Compliance Inspections will be jointly conducted in accordance with CAP regulations.

Output: A joint wing compliance inspection report will be published, distributed and retained IAW CAP regulations.

Output: CAP will ensure discrepancies are entered into a discrepancy tracking system, and progress will be jointly tracked to ensure corrective action is completed.

Reporting Requirement: In addition to the jointly published inspection report, CAP will report performance under this objective as part of the annual Performance Progress Report.

3.1.1.2. Objective 2: CAP will establish and maintain an inspection system for CAP units below the wing level.

Output: CAP will inspect units below the wing level to ensure compliance IAW CAP regulations.

Output: A unit inspection report will be published, distributed and retained IAW CAP regulations.

Output: CAP units will respond and resolve discrepancies within the timelines established by CAP regulations.

Output: CAP will ensure discrepancies are entered into a discrepancy tracking system, monitor progress of corrective actions and close noted discrepancies after successful completion.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

3.1.1.3. Objective 3: CAP will establish and maintain an inspection program for CAP units that are not covered under Objectives 1 and 2 and that have assigned aircraft or mission pilots.

Output: CAP will inspect these units to ensure compliance IAW CAP regulations.

Output: A unit inspection report will be published, distributed and retained IAW CAP regulations.

Output: CAP units will respond to and resolve identified discrepancies within the timelines established by CAP regulations and progress will be jointly tracked to ensure corrective action is completed.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

3.1.1.4. Objective 4: CAP will establish and maintain a complaints system to prevent, detect, and address any fraud, waste, abuse, gross mismanagement, noncompliance or cadet protection issue.

Output: Documentation relating to the complaints process will be filed in a system of record mandated by CAP regulations and available for review by CAP-USAF/IG.

Output: CAP complaints will be filed and resolved within the timeline and manner mandated by CAP regulations.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

3.1.1.5. Objective 5: CAP will prepare Inspector Generals for their inspection and complaints resolution responsibilities.

Output: CAP will develop, organize and schedule an advanced course of instruction that includes, at a minimum, instruction on the CAP inspection program and complaints resolution process targeted to CAP wing IGs.

Output: Wing, regional and national IGs will have attended or will be scheduled to attend the next course of instruction.

Reporting Requirement: During CAP's annual Performance Progress Report, CAP will provide the Program Manager with an update on course dates, content and attendance.

USAF Responsibility: The CAP-USAF/IG, or designee, will instruct and assist with course development.

3.2. SPECIFIED TASKS

3.2.1. Specified Task: CAP shall establish whistleblower protection policies for both CAP members and employees.

4. MEMBER DEVELOPMENT

4.1. GOALS AND OBJECTIVES

4.1.1. Goal 1: CAP will assist the Air Force by developing dynamic Americans and aerospace leaders through a comprehensive Cadet Program emphasizing Air Force and CAP traditions and values.

4.1.1.1. Objective 1: CAP will provide effective age-appropriate training and education to cadets in four core program elements: leadership, aerospace, fitness, and character.

Output: CAP will produce publications and other training and education materials for cadet members that reinforce the four core program elements.

Output: CAP will establish programs to develop the character, moral and ethical foundations of CAP's cadet members.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

4.1.1.2. Objective 2: CAP will enhance cadet learning in the four program elements through at least three sub-programs of experiential learning: encampments, orientation flights, and career explorations.

Output: CAP will establish and execute encampment, orientation flight and career exploration programs to foster cadets' experiential learning and to inspire leadership skills development and interest in aerospace and STEM and related careers.

Output: CAP will establish measures to assess cadet learning and other objective performance indicators in each of the three sub-programs: an encampment program immersing cadets in a Core Values environment and introducing them to the air, space, and cyber domains; a cadet orientation flight program that educates cadets on aeronautics; and educational activities enabling cadets to explore careers in the Air Force, STEM, and public service.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

4.1.1.3. Objective 3: CAP will ensure that CAP leaders who deliver Cadet Programs instructional content are trained in principles of youth development and CAP's programmatic standards.

Output: CAP will develop training and education materials and make available to both adult and cadet leaders who provide instruction, mentoring or program management in accordance with CAP regulations.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

4.1.2. Goal 2: CAP will establish and maintain a current and comprehensive professional development program that enables and encourages its senior members to improve leadership skills and become functional experts in CAP's specialties, as well as Air Force requested specialties, with the purpose of increasing CAP's capacity to perform under the Agreement.

4.1.2.1. Objective: CAP will conduct an effective professional development program that trains and educates adult members in functional, leadership and management skills.

Output: CAP will grow its professional development program through programmatic enhancements expressed in an annual, multi-year strategic plan that emphasizes performance-based goals, objectives, desired outcomes, and results that are detailed and measurable.

Output: CAP will provide training to adult members on Air Force and CAP core values and any other ancillary or emergent programs deemed critical by the Air Force.

Output: CAP will, upon request by the Program Manager, make their training and education material available to Air Force members to further advance the quality of the professional development program and to ensure shared understanding of expectations and levels of readiness.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

4.2. SPECIFIED TASKS

4.2.1. Specified Task: CAP shall establish a youth protection strategy that educates members on cadet protection and is consistent with best practices for out of school time (OST) activities.

Reporting Requirements: CAP shall report to the Program Manager its compliance with criminal background screening and training standards. CAP shall also report to the Program Manager, within 48 hours, all allegations of felony-level offenses by any CAP member and all allegations of physical or sexual abuse by any CAP member, and initial actions taken. Updates – including final disposition – shall be provided to the Program Manager in a timely manner.

5. MISHAP REPORTING AND RISK MANAGEMENT

5.1. GOALS AND OBJECTIVES

5.1.1. Goal: CAP will establish and implement a safety program patterned after the Air Force Safety Management System (AFSMS), scaled and adapted to all of CAP's unique missions, activities, and members. CAP's safety program will encourage mishap prevention through risk management to minimize loss and damage to CAP assets and injury and death to CAP members.

5.1.1.1. Objective 1: CAP will effectively promote a culture where sound risk management principals are applied in every facet of planning, executing and assessing CAP missions and activities.

Output: CAP will develop methods and tools for executing risk management principles and processes. Tools and methods have been tailored to the size, frequency, and type of the activity or mission.

Output: Safety Risk Management will be addressed in the planning, execution, and after action assessment of activities and missions IAW CAP regulations to include assessment and improvement of plans based on mishaps or lessons learned.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

5.1.1.2. Objective 2: CAP will develop a process for collecting, storing, tracking and evaluating mishap trends and contributing factors.

Output: CAP will have a process for tracking all CAP mishaps, as defined in CAP regulations, from the initial report through mishap review that includes known causal and contributing factors, trend identification and recommended process enhancements identified through mishap analyses.

5.1.1.3. Objective 3: CAP will ensure that all mishaps, as defined in CAP regulations, will be reported and reviewed in a timely manner to ensure lessons are applied to risk prevention efforts and CAP processes are reviewed and updated based on mishap lessons learned.

Output: CAP will execute an effective mishap reporting program that provides notification, updates and closure to the Program Manager and applicable CAP leaders, including mishaps involving member-owned assets if the mishap occurred on an Air Force assigned mission.

Output: Mishap reviews will be conducted to the extent determined by the severity or complexity of the mishap.

Reporting Requirements: During CAP's Performance Progress Report, CAP will provide an overview of the CAP mishap review process including any changes or improvements to risk assessment processes, mishap trends and mishap prevention initiatives.

5.1.1.4. Objective 4: CAP will develop and make available to all CAP members training and education sufficient to ensure proper execution of all aspects of the CAP safety management system.

Output: CAP members will be trained and educated on safety principles and be able to effectively apply risk management in decision-making.

Output: CAP will develop, implement and sustain a program of on-going risk management and mishap prevention safety education using media and methods intended to maximize the reach of pertinent and timely safety material to all members.

Output: CAP will develop standardized mishap review tools and training that will maximize its ability to learn lessons, improve processes, and prevent future mishaps.

Output: CAP will organize and schedule an advanced level safety course that serves as a graduate level course of instruction targeting leaders in CAP's safety program and includes, but is not limited to, instruction on the CAP safety management system and the application of all phases of safety risk management – to include planning, execution, assessment and continuous improvement – to CAP activities and missions.

Output: Wing Directors of Safety will have attended or will be scheduled to attend the next course of instruction.

Reporting Requirement: During CAP's annual Performance Progress Report, CAP will provide the Program Manager with an update on course dates, content and attendance.

5.2. SPECIFIED TASKS

5.2.1. Specified Task: As "Owner/Operator" of Civil Air Patrol aircraft, CAP shall comply with the mishap notification procedures described in C.F.R. Title 49, Chapter VIII, Part 830, and in CAP regulations. CAP-USAF, with concurrence of the NTSB, may provide a member to participate in the NTSB's investigative process.

6. MISSIONS AND READINESS

6.1. GOALS AND OBJECTIVES

6.1.1. Goal 1: CAP will establish and maintain an operations and Emergency Services program that assures mission readiness, adaptability and capability across the full spectrum of operational missions.

6.1.1.1. Objective 1: CAP will develop and maintain operational guidance, processes and programs that ensure CAP members are trained and qualified to safely and effectively execute all operational missions.

Outcome: CAP operational missions are conducted by qualified personnel or supervised trainees with safe, effective equipment.

Outcome: CAP members are trained to necessary skill levels for their operational responsibilities in accordance with CAP regulations. CAP-USAF may observe and assist during these activities.

Output: CAP will develop and maintain operational qualification requirements for mission personnel that will be accurately maintained in a CAP managed system of records.

Output: CAP mission personnel will receive critical operational, training and safety information (e.g. read file) prior to mission execution.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

6.1.1.2. Objective 2: CAP will develop and maintain operational guidance, processes and programs that ensure CAP wings are prepared (documented proficiency and qualification), staffed and equipped to safely and effectively execute all accepted operational missions.

Output: CAP will establish and maintain a process/system that accurately provides for mission planning and coordination, requests made by the customer, approval by the mission approval authority, acceptance by CAP, assigning of members, progress tracking, recording of mission costs, closure and, as applicable, feedback (e.g. SITREPs, after action reviews, and planned force beddown).

Output: CAP and CAP-USAF will jointly establish capability criteria for assessing a wing's ability to support a mission.

Output: CAP and CAP-USAF will jointly develop and maintain a table of allowances, approved by the CAP-USAF/CC, for critical resources (e.g. aircraft, vehicles, and communication equipment) and minimum staffing requirements of mission-qualified personnel that employ such resources on operational missions.

Output: CAP will establish and maintain an Air Force-validated nationwide aircraft and vehicle fleet and communications network that is capable of meeting all current and emerging operational missions.

Output: Aircrew evaluation trends will be tracked and managed in accordance with CAP regulations.

Output: Wings will complete a biennial evaluation that validates the wing's ability to safely and effectively complete the operational mission.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

6.1.1.3. Objective 3: CAP will develop and maintain an aircrew flight release program designed to ensure only qualified aircrew or supervised trainees operate CAP aircraft with appropriate emphasis given to risk management.

Outcome: CAP aircraft are operated by qualified aircrew or supervised trainees within acceptable risk levels in accordance with CAP and FAA regulations.

Output: CAP will develop and maintain a process that enables aircrew members to employ risk management prior to and during flight activities.

Output: CAP will develop and maintain a process that will assess the crew's mission readiness and ensure that the release authority is commensurate with the degree of risk associated with the sortie.

Reporting Requirements: CAP will report performance under this objective as part of the annual Performance Progress Report.

6.1.2. Goal 2: CAP will develop and maintain a National Chaplain Program with a level of readiness that enables support to CAP members, DoD components and other federal agencies as requested.

6.1.2.1. Objective: CAP chaplains will be trained to actively support CAP's members, DoD components and other federal agencies.

Output: CAP will establish measures to assess its Chaplain training program to ensure that Chaplains are prepared to support CAP members, DoD components and other federal agencies.

Output: CAP will develop a cadre of trained chaplains capable of supporting the Emergency Services missions of CAP.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

6.2. SPECIFIED TASKS

6.2.1. Specified Task 1: All CAP missions shall be approved, conducted and documented in accordance with CAP regulations and mission directives.

6.2.2. Specified Task 2: CAP shall provide CAP-USAF/CC, or their designee, planned aircraft sortie data, mission information and operational plans in time to be included in the Air Tasking Order (ATO), Air and Space Operations Directive (AOD) and daily report for the mission approval authority. Short notice requests generated outside of the normal ATO and AOD submission cycle shall be provided as soon as practical.

6.2.3. Specified Task 3: CAP shall provide, upon validated need-to-know request, accurate documentation of the CAP Radio Communication System. CAP shall maintain and operate a

communications network capable of meeting mission requirements. All assigned radio frequencies shall be authorized and managed in accordance with applicable federal statutes and directives.

6.2.4. Specified Task 4: CAP-USAF shall be allowed to observe CAP flight operations and, with CAP/DO coordination, CAP-USAF evaluator pilots shall be allowed to administer CAP Form 5 flight evaluations.

6.2.5. Specified Task 5: CAP shall create and maintain a program of record that will track and monitor chaplains' qualifications to ensure that all DoD and Air Force requirements are met prior to a CAP chaplain supporting federal agencies, DoD or Air Force components.

7. PROCUREMENT, ACCOUNTABILITY, AND MODERNIZATION

7.1. SPECIFIED TASKS

7.1.1. Specified Task 1: CAP will develop and maintain an equipment tracking system to ensure adequate control of and accounting for all equipment used in the performance of the award as well as to act as the official source of record IAW 2 C.F.R. § 200.313.

Output: CAP will establish and maintain an equipment tracking system to account for all acquired equipment and make the system accessible for monitoring by CAP and CAP-USAF.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

7.1.2. Specified Task 2: CAP will establish and manage a program for acquisition, modernization, upgrade and maintenance of the CAP aircraft and vehicle fleets IAW 2 C.F.R. § 200.313.

Output: CAP will effectively manage the acquisition, modernization, upgrade and maintenance of CAP aircraft and vehicles within the timeline and manner mandated by 14 C.F.R., CAP regulations and IAW other applicable instructions, directives, regulations and statutes.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

7.1.3. Specified Task 3: CAP will manage an annual operations and maintenance (O&M) budget for the modernization, upgrade and maintenance of all CAP aircraft and vehicles used in the performance of this Agreement. CAP will not request funds from the Air Force for repairs for which CAP has sought, or intends to seek, payment from other sources.

Output: CAP will effectively manage the annual O&M budget for aircraft and vehicle fleet modernization, upgrade and maintenance within the timeline and manner mandated by CAP regulations.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

8. PLANNING, EXERCISES, AND LESSONS LEARNED

8.1. GOALS AND OBJECTIVES

8.1.1. Goal: CAP will be postured for near- and long-term improvements as implemented through effectively written plans.

8.1.1.1. Objective 1: CAP will develop and execute a multi-year strategic plan that effectively guides its activities.

Output: On an annual basis, CAP will use measurable, performance-based goals, objectives, desired outcomes, and results to identify and implement programmatic enhancements in its multi-year strategic plan.

Output: CAP will demonstrate that it effectively used the strategic plan to guide its activities.

Reporting Requirement: CAP will report performance under this objective as part of the annual Performance Progress Report.

8.1.1.2. Objective 2: CAP will develop a plan that guides leadership and members through crisis response.

Output: CAP members will be prepared for times of crises with a response plan that guides them through critical pre-incident, incident, recovery and resumption of operations activities. The response plan will include, at a minimum, basic checklist responses and reporting requirements for deaths or casualties, aircraft or vehicle accidents, natural or man-made disasters, or other crisis events.

Output: Portions of the response plan deemed likely to occur will be reviewed and exercised at intervals and by means outlined in CAP regulations.

8.1.1.3. Objective 3: CAP and CAP-USAF will jointly develop annual training and flying plans for each wing, region and for the national headquarters, that enable mission accomplishment, capture major lessons learned from previous year's activities and demonstrate good stewardship of available resources.

Output: Plans will be prepared and approved in the time and manner prescribed by CAP regulations.

9. REPORTING PERFORMANCE

9.1. SPECIFIED TASKS

9.1.1. Specified Task: To ensure accountability and transparency in Government spending, CAP shall conduct, on no less than an annual basis, a required Program Performance Report (SF-PPR). This performance progress report is intended to evaluate and validate CAP's program performance IAW the Agreement, 2 C.F.R. § 200, and all applicable statutes, regulations, directives and instructions.

Reporting Requirement: Substantiating documentation shall be provided to verify performance reported.

Reporting Requirement: The performance progress report shall be published and distributed to the Grants Officer after being approved by the Program Manager.

Reporting Requirement: CAP shall report within the timelines established by the Program Manager.