COMPLETING SECTION 17E – AGREEMENT TERMS & CONDITIONS

The OSP Contract Officer (“CO”) will enter the following information into the OSP Proposal & Award Acceptance Workflow (“Proposal Workflow”).

1. **Record Retention Requirements**

   Identify whether the record retention time frame is reasonable. If so, choose “Yes.” If the award doesn’t address record retention requirements, also choose “Yes.” Otherwise, the CO will never choose “No” because the unacceptable terms must be negotiated out of the award. The CO should attempt to limit record retention requirements to no longer than three years after final payment (see, e.g., 2 CFR § 200.333), as a longer time period may be inconsistent with Boise State standard policies and Boise State will likely incur additional administrative costs for complying with such a term. Provide any additional information, such as page numbers to applicable information in the award, in the “Comments” field.

2. **Equipment and Supplies Disposition Requirements**

   Identify (by clicking the radio buttons) whether disposition requirements for “Equipment” and “Supplies” are noted. If so, choose “Yes.” If the award doesn’t address record retention requirements, choose “No” or “N/A” depending on the situation. Disposition requirements may be explicitly stated in the award or may be incorporated by reference from one or more statutes and/or regulations (e.g., 2 CFR § 200.313 for Equipment and 2 CFR § 200.314 for Supplies) or a master agreement (e.g., Battelle Energy Alliance, LLC / Idaho National Laboratory). Provide any additional information, such as page numbers to applicable information in the award, in the “Comments” field.

After adding the above information to the Comments field, provide details about any applicable OFC Deliverables for OSP Post-Award. OFC Deliverables are found in Section 3.1.8.8, Update the Contract & Create Deliverables, of the OSP Post-Award Services Procedures Manual. Common Deliverables here include: “D18 – Property Disclosure,” “D19 – Property Report Reminder” and “D20 – Property Disclosure (DOE & Flow Through)” and “D21 – Property Report Reminder (DOE & Flow Through).” Make sure to add the due dates for these Deliverables. An example follows:

***OSP Financial Tech Use Only***
D18 – Property Disclosure
D19 – Property Report Reminder
3. Termination Clause(s)

Identify whether “Termination for Default” and “Termination for Convenience” clauses are acceptable. If so, choose “Yes.” If the award doesn’t address terminations, choose “N/A.” Otherwise, the CO will never choose “No” because the unacceptable terms must be negotiated out of the award. For Termination for Convenience clauses, Boise State seeks: (i) at least thirty (30) days’ notice to permit appropriate notice to employees prior to making adverse employment actions; and (ii) reimbursement for incurred costs in the following manner: “Sponsor shall pay all costs accrued by University as of the date of termination, including, without limitation, non-cancelable obligations for the Term (which shall include all appointments of staff incurred prior to the effective date of the termination) . . . .” Provide any additional information, such as page numbers to applicable information in the award, in the “Comments” field.