



Program Year 2027 Small Business Development Center Program Terms and Conditions

1. Program Term – Acceptance of the Terms of an Award, Order of Precedence

By drawing or otherwise obtaining funds from the Small Business Administration (SBA or Agency) under this Award, the Recipient acknowledges its acceptance of the terms and conditions of this Award, both Standard and Program terms and You, the Recipient are obligated to perform in accordance with the requirements of the Award. These Program Terms and Conditions supplement the SBA Standard Terms and Conditions which apply to all SBA awards of financial assistance and establish the specific requirements and policies that apply to the Small Business Development Center Program. In the event of any conflict between the two sets of terms and conditions, the SBA Standard Terms will govern in cases of Agency-wide or government-wide requirements or policies and the SBDC Program Terms will control matters of programmatic requirements or policies.

2. Program Term – Points of Contact

a. Grants Management Officer (GMO)

The contact information for the GMO is located in the Notice of Award cover pages specific to the Recipient.

b. Grants Management Specialist (GMS)

The contact information for the GMS is located in the Notice of Award cover pages specific to the Recipient.

c. Grant Officer's Technical Representative (GOTR)

The contact information for the GOTR, also known as the SBDCO Program Manager, is in the Notice of Award cover pages specific to the Recipient.

d. District Office Project Officer (PO)

The contact information for the PO is located in the Notice of Award cover pages specific to the Recipient.

e. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse

Name: Rachel Karton
Address: U.S. Small Business Administration
Small Business Development Center Office
409 Third Street, SW, 6th Floor
Washington, DC 20416
E-mail Address: rachel.newman-karton@sba.gov

3. Program Term – Project and Budget Periods

The project and budget period for this Award is 12 months. Budgets are for a 12-month period and performance goals are based on a 12-month calendar year. The performance period is:

Year 1: Period of Performance: January 01, 2027, through December 31, 2027

4. Program Term – Special Terms or Corrective Action Required

SBA reserves the right to include additional Program Terms and Conditions unique to the individual Recipient. These Terms and Conditions are included in the Notice of Award cover pages specific to the Recipient. This may include corrective actions, if required.

5. Program Term – Project Performance

As the Recipient selected to receive this Award, You are responsible for conducting this project. You may not act as a pass-through or fiscal agent channeling award funds to other parties. You also may not contract out the overall administration or day-to-day management of this project to any other party. You may contract with other parties for the performance of project support functions or services.

6. Program Term – Subawards

In accordance with 2 CFR § 2701.92 and § 2701.93, funds provided under this Award may not be used to make subawards to third parties. For the purpose of this Award third party does not include SBDC Service Centers.

This Award may not be sub-granted, to a single entity, but you may contract or subgrant to third parties, as per the proposal, to act as Service Centers. You may contract with eligible entities to perform as Service Centers. Personal Services contracts for business advising and other related services will not be interpreted as a sub-awardee relationship.

Your subaward policy must also identify: (i) the criteria You will use to determine subawardee eligibility; (ii) the term of the subawards; (iii) the minimum and maximum dollar amount of the subawards; (iv) the purpose of the subawards; and (v) how You will monitor/oversee the performance of the subawards. Your subaward policy must further include a statement that subawards will be

extended on a non-discriminatory basis. You acknowledge that Your subaward agreements will require subawardees to abide by all terms and conditions, both Standard and Program, imposed under this Award.

Furthermore, You must include a discussion of Your subawarding activities in all performance reports you submit in accordance with Program Terms herein. This discussion must list each subaward made during the relevant reporting period and identify the dollar amount of the subaward, the business to which it was made, and the type of activities or costs funded.

7. Program Term – Allowable Costs

All costs charged to this Award are subject to audit and examination. You are responsible for ensuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by Your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award.

8. Program Term – Unallowable Costs

You are not permitted to charge costs associated with any of the following items or activities to this Award:

- Activities prohibited by Executive Order issued on January 20, 2025, Ending Radical and Wasteful Government DEI Programs and Preferencing;
- Activities prohibited by Executive Order issued on January 20, 2025, Initial Rescissions of Harmful Executive Orders and Actions;
- Activities prohibited by Executive Order issued on January 20, 2025, Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- Activities prohibited by Executive Order issued on January 21, 2025, Ending Illegal Discrimination and Restoring Merit-based Opportunity;
- Transactions with suspended or debarred entities;
- New construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/SBDC on a case-by-case basis;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contribution to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the GOTR (Program Manager). However, project funds may be used to pay transportation expenses for local travel.

Pre-award Costs

- Pre-award costs are not allowed under this award for continuing applicants.
- For new applicants, permission to incur Pre-award costs must be requested and approved for reimbursement. Reimbursement of these costs are not guaranteed.

9. Program Term – Schedule of Reporting Requirements

Except for the specific reporting schedule required for Lead Centers with fewer than three years of SBDC Program reporting experience, the below applies to all Networks.

Recipients must submit the reports in accordance with the schedule listed below. Due dates may default to the next business day as applicable. Reports must be uploaded to GrantSolutions and in MS Word, PDF, or MS Excel format in accordance with the naming conventions in Reporting guidance (Ver. 02/2024). Reports must be received within the time allotted or 30 days, whichever is longer, after the conclusion of the applicable reporting period.

The Final reports for the entire period of performance must be received no later than 120 days after the conclusion of the period of performance. When the Final report is the Annual Report, no Annual Report is required, and the submitted report should be marked "Final." If the Recipient fails to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected.

a. Performance Narrative Report

- i. **Semi-Annual:** January – June (6 months), **Due Date:** July 30
- ii. **Annual:** January – December (12 months), **Due Date:** March 31
- iii. **Final:** entire period of performance, **Due Date:** no later than 120 days after the end of the award period

b. Financial Reports

- i. **Requests for Reimbursement (SF-270)**
 - **Quarterly:** 30 days after each Quarter regardless of the amount requested, even if the amount requested is zero dollars.
- ii. **Financial Reporting:**
 - **Semi-Annual:** January – June (6 months), **Due Date:** July 30
 - **Annual:** January – December (12 months), **Due Date:** March 31
 - **Final:** entire period of performance, **Due Date:** within 120 days after the end of the award period.

c. Reporting Requirements for Networks with Fewer Than Three Years SBDC Program Experience

For Lead Centers with fewer than three years of SBDC Lead Center award reporting experience, the Performance Narrative Reporting and Financial Status Reporting requirements apply **quarterly** until the end of the period of performance and the Final reports are submitted.

10. Program Term – Performance Reports

Notwithstanding any Special Terms, and in accordance with the schedule listed in Program Term 9, Recipients must submit performance reports that identify the below information. A Center-by-Center Program Narrative is not required and is not preferred.

- Program Name
- Award Number(s)
- Recipient Name and Address
- State Director Name and Contact Information (Telephone and Email)
- Date of Report

- Reporting Period

a. Semi-annual Performance Narrative Report

The Semi-annual Performance Narrative Report includes all core SBDC activities for the first six months of the calendar year. Activities should be reported in the sequence categories 0100 through 2200 as defined in the Notice of Funding Opportunity. This should include a brief summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis, and, noteworthy subaward activities.

The report should also include all project deliverables for the reporting period, including a comparison between the Recipient's actual accomplishments in the proposal. When the Recipient does not achieve the deliverables, the Recipient must explain the reason and describe how it will bring project performance into compliance.

b. Annual Performance Narrative Report

The Annual Performance Narrative Report includes all core SBDC activities for the twelve months of the calendar year. Activities should be reported in the sequence categories 0100 through 2200 as defined in the Notice of Funding Opportunity. This should include a brief summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis; and, noteworthy subaward activities.

The report should also include all project accomplishments or deliverables for the reporting period, including a comparison between the Recipient's actual accomplishments in the proposal. When the Recipient does not achieve the deliverables, the Recipient must explain the reason and describe how it will bring project performance into compliance.

c. Final Performance Narrative Report

This report will contain a completed milestone chart indicating the goals established in the award and the cumulative achievement for the Network against those goals, as reported to the SBA's data management system platform. This report must be included with the Final financial status reports for the stipulated award. No additional narratives are required as part of the "Final Performance Report".

11. Program Term – Financial Reports

a. Required Documents

Your Semi-annual, Annual, and Final Financial Status Reports packages consist of the following:

- i. Standard Form (SF-425) Federal Financial Report
- ii. Spreadsheet in support of the SF-425
- iii. Budget to Actual Comparison Report
- iv. Schedule of Indirect Costs
- v. SBA Form 2113 Program Income Report (Annual and Final Reports)

12. Program Term – Additional Data Submission Requirements

a. Client Service Data

You must collect and maintain records of counseling and training activities. You must use the SBA Form 641 (or its equivalent) for counseling activities and the SBA Form 888 (or its equivalent) for training activities.

You are required to submit not later than 35 days after the close of each quarter the client service information into SBA's data management system platform. You may submit the information by directly entering data into the platform) or uploading batch files to the system. All fields should be completed when data is available, including but not limited to, client advising, training activity, goals-related activity and outcomes, and other related economic impact data.

13. Program Term – Faith-Based Organizations

If Your organization is a Faith-Based Organization, the following additional restrictions apply:

- a. You may only conduct explicitly religious activities outside of the programs directly funded by the federal government, and at a separate time and location;
- b. You may not use any direct Federal financial assistance to support or engage in any explicitly religious activities; and
- c. You may not discriminate against beneficiaries or prospective beneficiaries of this program on the basis of religion or religious belief.

Faith-based organizations retain their autonomy, right of expression, religious character, and independence. Faith-based organizations need not remove, conceal, or alter any religious symbols or displays. Accommodations are available for faith-based organizations under existing federal law. "The term 'religious exercise' includes any exercise of religion, whether or not compelled by, or central to, a system of religious belief." 42 U.S.C. § 2000cc-5(7)(A).

For guidance regarding Faith-Based Organizations and Federal financial assistance, see Executive Orders 13279, 13559, and 13831 and the Attorney General's memorandum regarding "Federal Law Protections for Religious Liberty" (Oct. 6, 2017).

14. Program Term – Applicable Law and Policy Requirements

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies:

- a. 15 USC § 648 (Small Business Act, SBDC Program);
- b. 13 CFR Part 130 (Small Business Development Centers);

15. Program Term – Matching Contributions

For each SF-270 (Request for Advance or Reimbursement), You must indicate the amount of match (i.e., the "Non-Federal Share") expended (for reimbursements).

At any time during the award if your match sources decrease below the required amounts, you should notify your GOTR and GMS.

If You are Undermatched at the end of the award, You will be required to remit to SBA all Federal funds You received but were unable to match. Furthermore, if You fail to meet Your match requirement, SBA may take enforcement action per Title 13 of the Code of Federal Regulations, §130.700.

16. Program Term – Funds Management and Payment

To receive payment, You must provide SBA with Your bank routing number and account information and submit a signed SF 270 (Request for Advance or Reimbursement) signed by the authorized representative of the Recipient organization to grantsolutions.gov. Any failure by You to properly complete and submit the required forms will cause substantial delay in processing Your payment request.

You also must comply with Federal Funding Accountability and Transparency Act. FFATA is reported through the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <https://www.fsrs.gov/>.

a. Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the “Powered by SBA” logo and acknowledgment of support clause in a prominent location. You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program or SBA. Success stories or reports do not imply marketing or promotion.

All website content and materials should comply with Executive Order issued on January 20, 2025, Ending Radical and Wasteful Government DEI Programs and Preferencing; Executive Order issued on January 20, 2025, Initial Rescissions of Harmful Executive Orders and Actions; Executive Order issued on January 20, 2025, Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; and, Executive Order issued on January 21, 2025, Ending Illegal Discrimination and Restoring Merit-based Opportunity. Any current website content and materials that does not comply with these Executive Orders should be removed.

17. Program Term – Refunds of Award Expenses

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, you must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA if failing to do so would result in the project being under matched. Contact your program manager for instructions on how to remit payment to SBA.

18. Program Term – Selection of State Director

Prerequisite to filling the SBDC State/Regional Director position, the Recipient must follow the process outlined below:

- a. You must submit recruitment and selection plans for the SBDC State/Regional Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and to the GOTR for approval of the plans' adequacy. The SBA District Director and GOTR must notify the Recipient of the plans' acceptance or rejection within eight business days of receipt.
 - i. The recruitment plan should include provisions for a nationwide search and should not include provisions which unduly restrict or limit the eligible candidate pool.
 - ii. The Recipient should, to the extent practicable, include an SBDC State or Regional Director from an accredited SBDC network in the hiring process. SBA employees are prohibited from participating in the hiring process, for example, joining interview panels or search committees, other than defined here in these terms and conditions.
 - iii. Recruitment plans for filling the vacancy in excess of 120 days beyond the previous Director's departure date must have prior approval of the AA/SBDCO.
- b. The Recipient will follow its hiring procedures to determine the best final candidate and must subsequently obtain the concurrence of the AA/SBDCO prior to making an offer of employment. Upon selection of a final candidate for the position:
 - i. You must provide to the AA/SBDCO and to the SBA District Director the resume and qualifications of the finalist.
 - ii. The SBA District Director may provide feedback to the AA/SBDC regarding the selected finalist. The SBA District Director will not provide feedback to the Recipient. Within ten business days from the date of notification, the AA/SBDCO will provide the Recipient with their concurrence or denial of the selected finalist.
 - iii. You may not hire the SBDC State/Region Director without the concurrence of the AA/SBDCO.
- c. Failure to comply with this term may be considered cause for termination of the SBDC Network from the Program.

19. Program Term – Physical Hours of Operation

SBDC Lead Center and Service Centers must be accessible to the public during normal business hours throughout the year except for the scheduled closures listed in the Proposal. Emergency closures must be reported by email to the SBA Project Officer and SBDCO Program Manager as soon as possible.

20. Program Term – SBDC Counselor Certification

- a. **International Trade:** In order to maintain certification in good standing, SBA requires the following:
 - **SBA Intermediate Certification** – Counselors wishing to maintain certification will have to re-test every three years (if not having achieved NASBITE Certified Global Professional (CGBP) certification in the meantime).
 - **NASBITE CGBP** – Counselors passing the CGBP exam will be considered certified for five years from the date of passing the test, or from last current date of CGBP recertification (per NASBITE requirements: <https://nasbite.org/cgbp/maintaining>).