

EXHIBIT “C”

“FLOW-DOWN” CLAUSES APPLICABLE TO CONTRACTORS INVOLVING FUNDS FROM A FEDERAL GRANT

If the Agreement involves the use of funds from a Federal government grant—or funds from a subcontract at any tier relating to a Federal government grant—the following *selected* clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), Appendix II are incorporated into and form a part of the terms and conditions of the Agreement. The full text of the Uniform Guidance may be found at 2 C.F.R. Part 200. Contractor agrees to flow down all applicable clauses from the Uniform Guidance to lower-tier subcontractors.

When the Agreement involves the use of funds from the U.S. Department of Health and Human Services (“HHS”), applicable HHS terms will apply. Where the Agreement involves use of funds from the National Institutes of Health (“NIH”), applicable HHS and NIH terms will apply. Where the Agreement involves the use of funds from the US Department of Defense, applicable terms from the National Science Foundation Grant General Conditions (GC-1) and the USAMRAA Terms & Conditions will apply. Contractor agrees to comply with such terms and flow down all applicable clauses to lower-tier subcontractors.

- 1. Equal Employment Opportunity.** For all Agreements that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Contractor agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 2. Davis Bacon Act, as amended (40 U.S.C. 3141—3148).** If the Agreement is in excess of \$2000 and pertains to construction or repair, and further, if required by Federal program legislation, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall be required to pay wages not less than once a week.
- 3. Copeland “Anti-Kickback” Act (40 U.S.C. 3145)** – If the Agreement is in excess of \$2000 and pertains to construction or repair, Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** – If the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 5. Rights to Inventions Made Under a Contract or Agreement** – If the Agreement is for the performance of experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and Ball State University in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended** – If the Agreement is in excess of \$150,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Energy Policy and Conservation Act (42 U.S.C. 6201)** – Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Agreement is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Ball State University.
9. **Debarment and Suspension (E.O.s 12549 and 12689)** – Contractor represents and warrants that it is not listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
10. **Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act (42 U.S.C. 6901 et.seq.)** – In accordance with Section 6002, Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. **Prohibition on certain telecommunications and video surveillance services or equipment (Pub. Law 115-232, Section 889)** – Contractor is prohibited from obligating or expending grant funds to procure, obtain, extend, renew, or enter into a contract (including modifications) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical a critical part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
12. **Domestic preference for procurements (2 CFR 200.322)** – As appropriate and to the extent consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 13. Retention of Records (2 CFR §§ 200.334 – 200.338)** – Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to performance of the contract for at least three years after the date of submission of the final expenditure report. Exceptions are identified at 2 CFR 200.334, and require longer retention periods for grants involving litigation, claims, audits, real property, program income, and indirect rate proposals. Ball State University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.
- 14. Compliance with HHS and NIH Requirements**—When applicable, Contractor shall comply with the Public Policy Requirements applicable to contractors providing routine goods and/or services set forth in Health and Human Services (“HHS”) Grants Policy Statement, available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>, the National Institutes of Health (“NIH”) Grants Policy Statement, available at http://grants.nih.gov/grants/policy/nihgps_2013/, the National Science Foundation Grant General Conditions (GC-1) available at http://www.nsf.gov/awards/managing/general_conditions.jsp, and the U.S. Army Medical Research Acquisition Activity (“USAMRAA”) USAMRAA Terms & Conditions available at <http://www.usamraa.army.mil>. Contractor shall use the version in effect at the time the contract with Ball State University is signed, unless this Agreement is otherwise amended.

CONFLICTS AMONG CLAUSES APPLICABLE TO THE AGREEMENT

In the event of any conflict among the clauses applicable to the Agreement, including those not applicable solely to federal grants, the most stringent clause will apply.