U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2023 UNITED STATES MARINE HIGHWAY PROGRAM (USMHP) GRANTS

November 24, 2025

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GENERAL TERMS AND CONDITIONS

The Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) appropriated funds to the United States Department of Transportation (**"USDOT"**) Maritime Administration ("**MARAD**") for fiscal year (FY) 2023 under the heading "Operations and Training." The funds are available to make grants to advance projects related to documented vessels and port and landside infrastructure. The MARAD program administering those funds is the United States Marine Highway Program (the "**USMHP**").

On February 28, 2023, MARAD posted a funding opportunity at Grants.gov with funding opportunity title "FY 2023 United States Marine Highway Program" and funding opportunity number 693JF723R000006. The notice of funding opportunity posted at Grants.gov (the "**NOFO**") solicited applications for Federal financial assistance under the FY 2023 USMHP. On September 21, 2023, MARAD announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the FY 2023 USMHP. The term "Recipient" is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through G. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1
PURPOSE

1.1 **Purpose.** The purpose of this award is to fund an eligible project related to documented vessels and port and landside infrastructure. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2
MARAD ROLE

2.1 Administration. MARAD is responsible for the overall administration of the USMHP, the approval of this agreement, and any modifications to this agreement under section 17.1.

2.2 MARAD Program Contact.

Tim Pickering
Operations Development Manager
DOT – Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
MAR-500
W21-312
Mailstop 3
(202) 366-0704
tim.pickering@dot.gov

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the USMHP Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 18.7 on behalf of the Recipient.

3.3 MARAD Reliance. The Recipient acknowledges that:

(1) MARAD relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) MARAD relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) MARAD relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and

(4) MARAD's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of MARAD.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of MARAD.

(b) The Recipient shall act promptly, in a manner acceptable to MARAD, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify MARAD within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

ARTICLE 4
AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount. MARAD hereby awards a USMHP Grant to the Recipient in the amount listed in section 1 of schedule D as the USMHP Grant Amount.

4.2 Federal Obligations.

(a) This agreement obligates for the budget period the amount listed in section 1 of schedule D as the USMHP Grant Amount.

(b) If section 1 of schedule D contains an "Other Federal Funds Grant Amount", then MARAD was transferred other Federal funds from another Federal agency, and, therefore, in addition to the USMHP Grant Amount, this agreement also obligates the Other Federal Funds Grant Amount for the budget period. The total amount of Federal funds obligated is the total of the USMHP Grant Amount and the Other Federal Funds Grant Amount listed in section 1 of schedule D.

(c) If section 1 of schedule D contains an "Other Federal Funds Grant Amount", unless otherwise stated in the project-specific agreement, the Federal Award Date, period of performance start and end date, and the budget period start and end date will be the same for the USMHP Grant Amount and Other Federal Funds Grant Amount obligated by this agreement.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Change Notification Requirement. The Recipient shall notify MARAD within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 1 of schedule C.

For other schedule changes, the Recipient shall follow the applicable procedures of MARAD and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) MARAD will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of MARAD and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to MARAD, in writing consistent with MARAD's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or MARAD does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the USMHP award amount of the Federal Share by the Project Cost Savings; however, if the total eligible project costs that are listed in section 3 of schedule D are more than the

total estimated project costs in the Technical Application, the Recipient may request to MARAD to only reduce the USMHP award amount of the Federal Share by the difference between the actual eligible project costs and the total estimated project costs in the Technical Application so long as the Recipient is providing under this agreement the non-Federal share amount committed to in the Technical Application; and

(2) if that modification reduces this award and MARAD had reimbursed costs exceeding the revised award, the Recipient shall refund to MARAD the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "USMHP Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that MARAD may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–999).

5.5 MARAD Acceptance of Changes. MARAD may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the USMHP and MARAD. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless MARAD accepts that modification request and the parties modify this agreement under section 17.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all MARAD contacts who are listed in section 5 of schedule A and all MARAD contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods. MARAD may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If MARAD informs the Recipient of those processes in writing, the Recipient shall use the processes identified by MARAD.

6.3 Paperwork Reduction Act Information. Under 5 CFR 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2133-0541.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications. On or before the 20th day of the first month of each calendar year quarter and until the end of the budget period, the Recipient shall submit to MARAD a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the budget period, the Recipient shall submit:

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under MARAD's award closeout procedures.

ARTICLE 8
PERFORMANCE REPORTING

8.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

8.2 Post-project Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

(1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;

(2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) the Recipient shall submit to MARAD a quarterly Post-project Performance Measurement Report to report project performance for the prior quarter no later than 30 days after the quarter ends. Post-project reporting will begin one quarter after project substantial completion and continue for three years (12 quarters). The Post-project Performance Measurement Report shall contain the data collected under this section 8.2 and shall state the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-project Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Narrative. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then the final Post-project Performance Measurement Report must also include a project outcomes narrative. The project outcomes narrative should include an overview of the project's performance compared to the baseline and trend expectations. It should also include a discussion on the influence of external factors, if applicable.

ARTICLE 9
CIVIL RIGHTS AND TITLE VI

9.1 Civil Rights and Title VI.

(a) Consistent with DOT Order 1000.12C, "The U.S. Department of Transportation Title VI Program" (June 11, 2021), including any amendments or updates thereto, the purpose of sections 9.1(b)–9.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR Part 21, including any amendments thereto.

(b) If the Recipient is an "Existing" Recipient, then the Recipient shall submit to MARAD either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under MARAD's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C, including any amendments or updates thereto.

(c) If the Recipient is a "New" Recipient, then MARAD completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, before entering into this agreement.

(d) In this section 9.1,

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a), including any amendments thereto.

(2) "**Existing**" means a prior recipient of DOT Federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT Federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

9.2 Legacy Infrastructure and Facilities. In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not in compliance with ADA standards and are involved in, or closely associated with, the Project.

ARTICLE 10
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

10.1 Critical Infrastructure Security and Resilience.

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cybersecurity and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 3 of schedule F is "Elevated," then, not later than two years after the date of this agreement, the Recipient shall submit to MARAD a report that:

(1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 11
USMHP PROGRAM DESIGNATIONS

11.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to MARAD, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on geographic location and cost sharing.

ARTICLE 12
CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

12.2 Buy America.

(a) For the purpose of the award term at exhibit B, term B.5, the Project is "an infrastructure project." The Recipient acknowledges that infrastructure spending on iron, steel, manufactured products, and construction materials used in the Project are subject to the Buy America preference in that award term and this agreement is not a waiver of that preference. All noninfrastucture spending is subject to the Buy American Act, 41 U.S.C. chapter 83.

(b) If the Recipient uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of the award term at exhibit B, term B.5, MARAD may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 13 and 2 CFR 200.339–200.340.

(c) Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, 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). The Recipient shall include the requirements of 2 CFR 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(d) For all iron, steel, manufactured products, or construction materials incorporated into the Project and to which a Buy America preference applies, the manufacturer or supplier of the item(s) should provide to the Recipient a signed certification statement attesting that each item procured under this award meets the applicable Buy America preference requirements. The Recipient must maintain on file the certifications required under this section 12.2(d) and provide to MARAD copies of any such certifications upon request of MARAD pursuant to article 21 and 2 CFR 200.334-200.338.

12.3 Small and Disadvantaged Business Requirements.

(a) If any funds under this award are administered by a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR Part 26, including any amendments thereto.

(b) If any funds under this award are not administered by a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

12.4 Engineering and Design Services. [Reserved]

12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 CFR Parts 200 and 1201, including 2 CFR 200.331–200.333.

12.7 Subaward and Contract Authorization. [Reserved]

ARTICLE 13
NONCOMPLIANCE AND REMEDIES

13.1 Noncompliance Determinations.

(a) If MARAD determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, MARAD may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, MARAD must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If MARAD notifies the Recipient of a proposed determination of noncompliance under section 13.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) MARAD may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 13.1(b); or

(2) if the Recipient fails to respond under section 13.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, MARAD must provide to the Recipient a notice that states the bases for that determination.

13.2 Remedies.

(a) If MARAD makes a final determination of noncompliance under section 13.1, MARAD may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to MARAD; suspension or termination of the award; or suspension and disbarment under 2 CFR Part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, MARAD must provide to the Recipient a notice that describes the remedy, but MARAD may make the remedy effective before the Recipient receives that notice.

(c) If MARAD determines that it is in the public interest, MARAD may impose a remedy, including all remedies described in section 13.2(a), before making a final determination of noncompliance under section 13.1. If it does so, then the notice provided under section 13.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 13.2 or making a public interest determination under section 13.2(c), MARAD may elect to consider the interests of only MARAD.

(e) The Recipient acknowledges that amounts that MARAD requires the Recipient to refund to MARAD due to a remedy under this section 13.2 constitute a debt to the Federal Government that MARAD may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–999).

13.3 Other Oversight Entities. Nothing in this article 13 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 14
AGREEMENT TERMINATION

14.1 MARAD Termination.

(a) MARAD may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-USMHP Grant contribution or alternatives approved by MARAD as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that MARAD determines are inconsistent with the MARAD's basis for selecting the Project to receive a USMHP Grant; or

(6) MARAD determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, MARAD may elect to consider only the interests of MARAD.

(c) This section 14.1 does not limit MARAD's ability to terminate this agreement as a remedy under section 13.2.

(d) The Recipient may request that MARAD terminate the agreement under this section 14.1.

14.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that MARAD informs the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

14.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish MARAD's authority to disallow costs, including costs that MARAD reimbursed before termination, and recover funds from the Recipient.

14.4 Non-Terminating Events.

(a) The end of the budget period described under section 25.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 25.5 does not terminate this agreement or the Recipient's obligations under this agreement.

14.5 Other Remedies. The termination authority under this article 14 supplements and does not limit MARAD's remedial authority under article 13 or 2 CFR Part 200, including 2 CFR 200.339–200.340.

14.6 Reporting Survival. The reporting requirements set forth in article 8 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 15
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

15.1 Limitation of Federal Award Amount. Under this award, MARAD shall not provide funding greater than the amount obligated under section 4.2. The Recipient acknowledges

that MARAD is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

15.2 Projects Costs. This award is subject to the cost principles at 2 CFR 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

15.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR 200.458. This agreement hereby terminates and supersedes any previous MARAD approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive MARAD approval of costs incurred before the date of this agreement.

15.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if MARAD determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by MARAD.

15.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

15.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the USMHP.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

15.7 Payment Method.

(a) If the MARAD Payment System identified in section 6 of schedule A is "Delphi eInvoicing System," then the Recipient shall complete all applicable forms and attach supporting documents, including the SF 270, in Delphi eInvoicing System, which is on-line and paperless, to request reimbursement. To obtain the latest version of these standard forms, visit https://www.grants.gov/forms. The Recipient shall review the training on using Delphi eInvoicing System before submitting a request for reimbursement. To guide the Recipient when reviewing this training, MARAD provides the following additional information, which may change after execution of this agreement:

(1) The Recipient may access the training from the MARAD "Delphi eInvoicing System" webpage at https://einvoice.esc.gov. The training is linked under the heading "Grantee Training." The Recipient should click on "Grantee Training" to access the training.

(2) A username and password are not required to access the on-line training. It is currently available, will be accessible 24/7, and will take approximately 10 minutes to review.

(3) Once the above referenced training has been reviewed, Recipients must request and complete the External User Access Request form. Recipients can request the External User Access Request form by sending an email to a Grants Officer who is identified in section 5 of schedule A. A request to establish access will be sent once the External User Access Request form is received.

(b) MARAD may deny a payment request that is not submitted using the method identified in this section 15.7.

15.8 Information Supporting Expenditures.

(a) If the MARAD Payment System identified in section 6 of schedule A is "Delphi eInvoicing System," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit and attach the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that MARAD determines does not include or is not supported by sufficient detail, MARAD may deny the request or withhold processing the request until the Recipient provides sufficient detail.

15.9 Reimbursement Request Timing Frequency.

(a) If the MARAD Payment System identified in section 6 of schedule A is "Delphi eInvoicing System," the Recipient shall request reimbursement of a cost incurred as soon as practicable after incurring that cost. If the Recipient requests reimbursement for a cost more than 180 days after that cost was incurred, MARAD may deny the request for being untimely.

(b) If the MARAD Payment System identified in section 6 of schedule A is "Delphi eInvoicing System," then the Recipient should not request reimbursement more frequently than once every 30 days.

ARTICLE 16
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

16.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

ARTICLE 17
AGREEMENT MODIFICATIONS

17.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by MARAD and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.

17.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by notice to MARAD.

(b) MARAD may update the contacts who are listed in section 5 of schedule A and section 2.2 by notice to the Recipient.

17.3 MARAD Unilateral Modifications.

(a) MARAD may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 17.3, MARAD must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

17.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 17.1, 17.2, or 17.3. If an amendment, modification, or supplement is not permitted under section 17.1, not permitted under section 17.2, and not permitted under section 17.3, it is void.

ARTICLE 18
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

18.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 CFR Parts 200 and 1201.

18.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

(c) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(d) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

18.3 Federal Freedom of Information Act.

(a) MARAD is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to MARAD by the Recipient related to this agreement may become MARAD records subject to public release under 5 U.S.C. 552.

18.4 History of Performance. Under 2 CFR 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

18.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

18.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 26, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 CFR Part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 CFR Part 170: Reporting Subawards and Executive Compensation;

(3) 2 CFR Part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 CFR Part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 CFR Part 20: New Restrictions on Lobbying;

(2) 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 CFR Part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

18.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR Part 20 (Certification Regarding Lobbying).

ARTICLE 19
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

19.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 CFR 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 CFR 200.334.

19.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient shall keep accounts and records described under section 19.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307 and 2 CFR 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the FY 2023 USMHP grants in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 CFR 200 subpart F, including "FY 2023" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2023" in column c ("Additional Award Identification").

19.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

19.4 MARAD Record Access. MARAD may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 20
NOTICES

20.1 Form of Notice.

(a) For a notice under this agreement to be valid, it must be in writing.

(b) For a notice to MARAD under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

20.2 Method of Notice to MARAD.

(a) For a notice to MARAD under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to MARAD under this agreement to be valid, it must be addressed to all of the MARAD contacts who are listed in section 5 of schedule A and section 2.2.

(c) Except as specified in section 20.2(d), a valid notice to MARAD under this agreement will be deemed to have been received on the earliest of (1) when the email is received by MARAD, as recorded by MARAD's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.

(d) If a valid notice or other communication to MARAD under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

20.3 Method of Notice to Recipient.

(a) Except as specified in section 20.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.

(c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:

(1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or

(2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.

(d) For a notice to the Recipient under article 13 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.

20.4 Recipient Contacts for Notice. If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 17.2(a).

20.5 Additional Mandatory Notices to MARAD. The Recipient shall notify the MARAD if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:

(1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or

(2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

20.6 Scope of Notice Requirements. The form and method requirements of this article 20, including sections 20.1, 20.2, and 20.3, apply only to communications for which this agreement expressly uses one or more of the following words: "notice"; "notification"; "notify"; or "notifying." This article 20 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 21
INFORMATION REQUESTS

21.1 MARAD Information Requests.

(a) By notice, MARAD may request from the Recipient any information that MARAD determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.

(b) If MARAD requests information from the Recipient under section 21.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

(c) This section 21.1 does not limit the Recipient's obligations under section 19.4 or 2 CFR 200.337 to provide access to Recipient records.

ARTICLE 22
ASSIGNMENT

22.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 23
WAIVER

23.1 Waivers.

(a) A waiver of a term of this agreement granted by MARAD will not be effective unless it is in writing and signed by an authorized representative of MARAD.

(b) A waiver of a term of this agreement granted by MARAD on one occasion will not operate as a waiver on other occasions.

(c) If MARAD fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 24
ADDITIONAL TERMS AND CONDITIONS

24.1 Disclaimer of Federal Liability. MARAD shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

24.2 Relocation and Real Property Acquisition.

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 CFR 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 CFR 24 subpart E.

24.3 Equipment Use and Disposition.

(a) In accordance with 2 CFR 200.313 and 1201.313, equipment acquired under this award must be used by the Recipient or subrecipient in the Project as long as needed, whether or not the Project continues to be supported by the Federal award. When no longer needed for the originally awarded Project, the Recipient shall notify MARAD within 30 calendar days.

(b) If the Recipient intends to move grant-acquired equipment to a different location than originally contemplated, it must notify MARAD ahead of time, in writing consistent with

MARAD's requirements, and receive approval from MARAD before relocating the equipment.

(c) If equipment acquired under this award is no longer needed for the USMHP or for other activities supported by a Federal awarding agency, disposition should occur as follows:

(1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.

(d) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.313–200.316 and 2 CFR 1201.313.

(e) The Recipient shall ensure compliance with this section 24.3 for all tiers of subawards under this award.

24.4 Environmental Review.

(a) The Recipient shall not begin final design, begin construction, or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) MARAD complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, Section 7 of the Endangered Species Act, 16 U.S.C. 1531, and any other applicable environmental laws and regulations; and

(2) MARAD provides the Recipient with written communication stating that the environmental review process is complete.

(b) The Recipient acknowledges that:

(1) MARAD's actions under section 24.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary environmental documents to MARAD; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) To the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(d) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 17.1 for consistency with the selected build alternative; or

(2) if MARAD determines that the condition at section 14.1(a)(5) is satisfied, MARAD may terminate this agreement under section 14.1(a)(5).

(e) The Recipient shall complete any mitigation activities described in the environmental documents and correspondence for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies environmental documents and correspondence describing mitigation activities, but the absence of a document or correspondence from that section does not relieve the Recipient of any compliance obligations. MARAD may determine that any failure to complete the mitigation activities within the Project environmental documents is non-compliance of the grant agreement subject to the remedies identified in article 13.

(f) The Recipient acknowledges that, unless MARAD indicates otherwise in writing, upon termination of an agreement for the Project entered into under 36 CFR 800.6(c) or 36 CFR 800.14(b), the Recipient shall immediately cease all Project activities related to the "undertaking" as defined in that agreement, pending MARAD's determinations under 36 CFR 800 and applicable law.

ARTICLE 25
MANDATORY AWARD INFORMATION

25.1 Information Contained in a Federal Award. For 2 CFR 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 27.2;

(2) the "Assistance Listings Number" is 20.816 and the "Assistance Listings Title" is "United States Marine Highway Grants"; and

(3) this award is not for research and development.

25.2 Federal Award Identification Number. The Federal Award Identification Number is listed in section 8 of schedule A.

25.3 Recipient's Unique Entity Identifier. The Recipient's Unique Entity Identifier, as defined at 2 CFR 25.415, is listed in section 2 of schedule A.

25.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 CFR 200.1.

25.5 Period of Performance. The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 1 of schedule C. In this agreement, "period of performance" is used as defined at 2 CFR 200.1.

ARTICLE 26
CONSTRUCTION AND DEFINITIONS

26.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	USMHP Designations
Schedule G	USMHP Performance Measurement Information

26.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to MARAD Grant Agreements Under the Fiscal Year 2023 United States Marine Highway Program," dated November 24, 2025, and available at https://www.maritime.dot.gov/grants/federal-grant-assistance/federal-grant-assistance, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content

26.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 26.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 26.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

26.4 Integration. This agreement constitutes the entire agreement of the parties relating to the USMHP and awards under that program and supersedes any previous agreements, oral or written, relating to the USMHP and awards under that program.

26.5 Definitions. In this agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–27.

"Marine Highway Transportation" means marine highway transportation as defined in 46 U.S.C. 55605.

"Marine Highway Transportation Route" means a Marine Highway Transportation Route previously designated by the United States Secretary of Transportation under the Program Statute (defined below).

"Marine Highway Transportation Service" means the overall Marine Highway Transportation service and operation that is proposed, expanded, or promoted by the Project. The service must have a point of origin or destination on a designated Marine Highway Transportation Route.

"**Program Statute**" means the collective statutory text:

(1) at 46 U.S.C. 55601, et seq.; and

(2) under the heading "Maritime Administration—Operations and Training" in title I of division L of the Consolidated Appropriations Act, 2023 Pub. L. No. 117-328 (Dec. 29, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–H.

"**USMHP Grant**" means an award of funds that were made available under the NOFO.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

26.6 References to Times of Day. All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 27
AGREEMENT EXECUTION AND EFFECTIVE DATE

27.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

27.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a USMHP Grant when MARAD's authorized representative signs it.