

The Awarding Agency will assume responsibility for vehicle repair if the Awarding Agency determines that the Cooperator's employee was authorized to use the vehicle, the vehicle was used within the scope of the authorization, and the Cooperator's employee was not negligent in causing damage. The Cooperator shall be responsible for damage if the Awarding Agency finds that Cooperator was not authorized to drive the vehicle, was negligent, or drove the vehicle outside the scope of authorization.

25. LIABILITY - OTHER

To the extent authorized, the Cooperator agrees to indemnify and hold harmless, the Awarding Agency, its employees, or contractors from and against all liability, claims, and demands on account of personal injury, property loss, or damage of any kind whatsoever, which arise out of, or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this Cooperative Agreement by the Cooperator's employees or agents.

To the extent authorized, the Cooperator shall provide and maintain the necessary types of insurances, as may be needed under this Cooperative Agreement, including but not limited to workers' compensation, employer's liability, and comprehensive general liability in amounts sufficient to protect the Federal Government's interest in not being subject to unwarranted damage claims resulting from the Cooperator's use of the Awarding Agency's facilities.

It is further understood that the Awarding Agency shall not be held responsible for any breakage, theft, or acts of vandalism to the Cooperator's equipment and supplies during the period of the Cooperative Agreement.

26. TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by either of the parties upon 90 calendar days' notice in writing of one party to the other party.

27. SUSPENSION OR TERMINATION FOR CAUSE

The Awarding Agency reserves the right to suspend payment if the Cooperator fails to comply with any terms and conditions of the Agreement, if there is evidence of the misuse of funds by the Cooperator, if the parties fail to reach a solution acceptable to both parties regarding any disagreement concerning the Agreement, or if any other event substantially affects the material terms of this Agreement.

28. QUESTIONNAIRES AND SURVEY PLANS

The Cooperator is required to submit to the Awarding Agency copies of questionnaires and other forms for clearance in accordance with the Paperwork Reduction Act of 1980 and 5 CFR 1320.

29. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

(This requirement is not applicable to International Cooperators.)

- a. Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Federal Awarding Agency. The only exceptions are:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - (2) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.
- b. The Federal Awarding Agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Cooperators that are pertinent to the Agreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a Cooperator's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.
- c. This requirement shall be passed through to lower tier subcontractors or subawards exceeding \$10,000 in value.