

termination procedures have been initiated in accordance with the grant agreement.

§ 1944.550 [Reserved]

**EXHIBIT A TO SUBPART K OF PART 1944—
GRANT AGREEMENT—TECHNICAL AND
SUPERVISORY ASSISTANCE**

This Agreement dated _____ is between _____ (name), _____ (address), (Grantee) and the United States of America acting through the Farmers Home Administration (Grantor or FmHA) or its successor agency under Public Law 103-354. The Grantor agrees to grant to Grantee a sum not to exceed \$ _____ subject to the terms and conditions established by the Grantor: *Provided, however,* That the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The grantee may appeal this decision in accordance with the FmHA or its successor agency under Public Law 103-354 Appeal Procedure contained in subpart B of part 1900 of this chapter. In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 525(a) of the Housing Act of 1949 for the purpose of providing funds to eligible nonprofit applicants (grantees) to pay part or all of the cost of developing, conducting, administering, or coordinating comprehensive programs of technical and supervisory assistance (TSA) which will aid needy low-income individuals and families in benefiting from Federal, State and local housing programs in rural areas, the Grantee will provide such a program in accordance with the terms of this agreement and applicable Farmers Home Administration (FmHA) or its successor agency under Public Law 103-354 regulations.

PART A—DEFINITIONS:

1. *Beginning date* means the date when work under this grant will commence. Such date is set forth in paragraph 2 of part B of this Agreement.

2. *Ending date* means the date when all work under this agreement is scheduled to be completed. It is also the latest date grant funds will be provided under this agreement, without an approved extension. Such date is set forth in paragraph 2 of part B of this Agreement.

3. *Disallowed costs* are those charges to a grant which the FmHA or its successor agency under Public Law 103-354 determines cannot be authorized in accordance with appli-

cable Federal costs principles or other conditions contained in this Agreement.

4. *Grant closeout* is the process by which the grant operation is concluded at the expiration of the grant period or following a decision to terminate the grant.

5. *Termination* of a grant means the cancellation of Federal assistance, in whole or in part, under a grant at any time before the date of completion.

PART B—TERMS OF AGREEMENT:

Grantor and grantee agree:

1. This agreement shall be effective when executed by both parties.

2. The TSA activities approved by FmHA or its successor agency under Public Law 103-354 shall commence not later than _____, and shall be completed by _____, unless earlier terminated under paragraph B 18 below, or extended.

3. Grantee shall carry out the TSA activities described in the application docket which is made a part of this Agreement. Grantee will be bound by the conditions set forth in the docket and the further conditions set forth in this Agreement. If any of the conditions in the docket are inconsistent with those in the Agreement, the latter will govern. A change of any conditions must be in writing and must be signed by an authorized representative of FmHA or its successor agency under Public Law 103-354.

4. Grantee shall use grant funds only for the purpose and activities specified in FmHA or its successor agency under Public Law 103-354 regulations and in the application docket approved by FmHA or its successor agency under Public Law 103-354 including the approved budget. Any uses not provided for in the approved budget must be approved in writing by FmHA or its successor agency under Public Law 103-354 in advance.

5. If the Grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid FmHA or its successor agency under Public Law 103-354 employees for similar expenses. If the Grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a part; if none are customary, the FmHA or its successor agency under Public Law 103-354 rates will be the maximum allowed.

6. Grant funds will not be used for any of the following:

(a) To pay obligations incurred before the effective date of this Agreement.

(b) To pay obligations incurred after the grant termination or ending date.

(c) Entertainment purposes.

(d) To pay for capital assets, the purchase of real estate or vehicles, improvement or renovation of space, or repair or maintenance of privately owned vehicles.