

2025 Delta Research Awards Proposal Solicitation

Additional Terms and Conditions

The following terms and conditions will be incorporated into all agreements in addition to terms and conditions required by UC San Diego (University; e.g., University Terms and Conditions UTC-220).

Waiver of claims for payment: The awardee waives all claims for payment against the Council arising out of the awardee's Agreement with the University or services provided as a result of the Solicitation.

Commencement of Work:

All Subawards shall be identified through an amendment of the UC's agreement with the Council and subject to Council approval. The Council shall not reimburse any expenses for subawards who are not identified by an amendment.

Liability:

The Subawardee agrees to indemnify, defend, and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardee, its respective officers, agents, subcontractors, or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

Budget Contingency:

- 1) If the Budget Act of the current year and/or any subsequent years covered under the University's Agreement with the State does not appropriate sufficient funds for the program, the Agreement shall be of no further force and effect. In this event, the State will have no liability to pay any funds whatsoever to the University or to furnish any other considerations under its Agreement with the University and the University shall not be obligated to perform any provisions of its Agreement with the State.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State will have the option to either: cancel its Agreement with the University with no liability occurring to the State or offer an Agreement Amendment to the University to reflect the reduced amount. The University shall be reimbursed for any completed work or work in progress at the time of termination of the agreement if approved by the State.

Subcontractor Budget:

Annual Budget Flexibility (lesser of % or Amount): Prior approval required for budget changes between approved budget categories above the thresholds identified. 75% or

Amount: \$55,000.

Budget revisions between identified budget categories that are within the total Agreement amount, comply with the Prior Approval Requirements, and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 75% of each annual budget amount or \$55,000, whichever is less, is allowed. No additional funds are allowed to the subcontractor category. The amounts set forth in this provision supersede the amounts set forth in Section 15 (Prior Approvals – Budget Flexibility), subsection B (Budget Flexibility) of Exhibit C.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this Agreement are not allowed.

Key Personnel

Changes in Key Personnel must be approved by the State.

Recognition of Funding Source:

The awardee is responsible for assuring that an acknowledgment of support from the Delta Stewardship Council's Delta Science Program is made:

- 1) In any publication (including online webpages) of any material based on or developed under this project, in the following terms: "This material is based upon work supported by the Delta Stewardship Council's Delta Science Program, under the 2025 Delta Research Awards."
- 2) Delta Stewardship Council's Delta Science Program support also must be orally acknowledged during all news media interviews, including popular media such as radio, television, and news magazines.

Copyright (for non-UC created product):

All rights in copyright works created by awardee in the performance of work under this Agreement are the property of the Delta Stewardship Council (Council). The Council will grant awardee a royalty-free, non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial, purposes.

Subcontractor Deliverables:

The awardee shall complete all reports and deliverables, including final deliverables in the form of a peer-reviewable product, pursuant to the agreement with the University. All reports or other such deliverables as identified for each award are subject to the verification by the Council that the deliverables are complete prior to payment. Such deliverables must be confirmed as complete by the Council in writing before the payment for a deliverable is issued by the Council or the University.

Confidentiality; Rights in and Ownership Generated Data/Data Archive/Storage:

If the project is based on traditional and tribal knowledge or requires the provision of third-party confidential information to either the Council or University, awardee and the University shall enter into a confidentiality and data sharing Confidentiality Nondisclosure Agreement (CNDA) to define how the information, project results and deliverables shall be used, in alignment with the CARE data principles and existing law. Each such CNDA shall be entered into as part of and incorporated into the awardee's Agreement with the University and shall be subject to Council review and written approval prior to the execution of the awardee's agreement with the University. The CNDA shall be incorporated and made part of the awardee's Agreement with the University as Exhibit A7 to the Agreement.

Labor and employment law compliance:

Any awardee or awardee's subcontractor personnel included under this Agreement shall be properly classified as employees as applicable in compliance with all federal and state labor laws.

Subcontractor progress reports and final reporting deliverables:

Awardee shall provide to the University deliverables specified in the Agreement with the University, including quarterly and annual project progress reports. The University shall provide quarterly and annual project progress reports to the Council and ensure all deliverables are provided for each project in a timely manner as specified in the Agreement (e.g., list of presentations, media coverage, and any other products; revised Data Management Plan; community engagement plan; and final progress report).

Compliance with laws/permits:

Awardee and its subcontractors are solely responsible for compliance with all applicable laws and regulations, including the Delta Reform Act (Water Code Section 85000 et seq.), and obtaining all permits necessary in the performance of and to complete project work, including all associated costs. Scientific studies that involve the collection of fish, wildlife, or endangered or rare plants must have a valid Scientific Collecting Permit or Plant Voucher Collection Permit.