



OCEAN PROTECTION COUNCIL/CA SEA GRANT

PARTNERSHIP FOR SCIENTIFIC RESEARCH, CRFW, 11-207

CONDITIONS OF AWARD

Three federal statutes provide general guidelines for administering Sea Grant and State Coastal Conservancy (“the Conservancy”) funds. They are “Cost Principles for Educational Institutions” (OMB Circular A-21, August 2000), “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education” (15 CFR Part 14; OMB Circular A-110, November 1993, amended September 1999), and “Audits of States, Local Governments, and Non-Profit Organizations” (OMB Circular A-133, June 1997). The UC Office of the President’s Research Administration Office has made the above-referenced OMB circulars available on the Internet (<http://www.ucop.edu/raohome>). In addition to the federal statutes, each university and college has established rules and regulations governing grant administration that should be adhered to. The guidelines listed on the following pages provide supplemental policy, most of which are unique to Sea Grant. This information is also accessible on our web site, <http://www-csgc.ucsd.edu>.

Please review the stipulated conditions carefully and, having done so, sign and return the “Award Acceptance Form.” We urge you to contact us at any time if you have any problems or questions. Budget Contingency Clause: It is mutually agreed that if the California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified, this Agreement may be terminated. In this event, the Regents of the University of California/Sea Grant shall provide written notification to the grantee that sufficient funds are not available to fund this agreement. In the event the current year funds are adversely affected by the Budget Act, the grantee shall be compensated for expenses relating to this Agreement that have been incurred up to the date of written notification. The State shall have no liability to pay any funds whatsoever to the Grantee beyond those stipulated in this clause or furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

Should a stop work notice be issued, non-cancellable charges should be listed on a separate document including a description of the non-cancellable charges pursuant to this agreement. (Examples of non-cancellable charges include items that have been specially fabricated and delivered.) We ask that you make every possible effort to limit your exposure in this regard. All such charges will be reviewed by the Ocean Protection Council for payment.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Sea Grant acting for the State shall have the option to either: cancel this Agreement with no liability occurring to the Regents of the University of California/Sea Grant and the State, or offer an Agreement Amendment to Grantee to reflect the reduced amount available.

GENERAL BUDGET INFORMATION, CHANGE IN PI, AND REPORTING

When the award is made, your research project budget figure will include Sea Grant trainee stipend funds. You are not required to set up a separate trainee fund, however, you must include trainee expenses in a separate line on your invoice or IRR. Trainee funds may not be used for

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research unless approved by the Sea Grant office. Please read the section on rebudgeting your funds. If your project includes a trainee, please fill out a California Sea Grant Graduate Traineeship Appointment Form for each appointee, obtain the required signatures, and return the form to California Sea Grant for approval. This form, as well as our Trainee Guidelines, is available on our web site (follow the Managing Your Award link).

If you or your co-project leaders will be on any type of leave (sabbatical or leave of absence) during the period of this award, please contact California Sea Grant immediately to describe and determine this action's impact on the research project. It may be necessary to obtain approval from the Conservancy office for the appointment of an interim project leader.

Work Products – Consistent with relevant bond law, all material, data, information, and written, graphic or other work or invention resulting from the research funded under this agreement is subject to the unqualified and unconditional right of the public generally to use, reproduce, publish, display, and make derivative use of all such work or any part of it, free of charge and in any manner and for any purpose. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any member of the public generally a comparable and coextensive sublicense.

This section shall not apply to any material, data, information, and written, graphic or other work or invention held, produced or developed by the Conservancy or by the grantee, or any of its contractors or subcontractors, independent of the project work under this agreement (“original work”). Any original work is and will remain the property of the party who originally held, produced or developed the material, data, information or written, graphic or other work. Notwithstanding the foregoing, this section shall apply to any material, data, information and written, graphic or other work or invention which may be produced under this agreement that is based on or derived from any original work.

Patents – All potentially patentable ideas, inventions, discoveries or improvements made during the grant term must be disclosed promptly. The Sea Grant Property/ Inventions/Patents/Royalties report included in the package requesting technical reports should be signed and returned to the California Sea Grant office. In addition, UCSD project leaders to whom this applies should contact the UCSD Invention and Technology Office for instructions on completing the Invention and Technology Disclosure form or the Copyright Disclosure form as applicable. Other UC researchers should go to the Office of the President's web site for information concerning the Technology Transfer office at their campus (<http://www.universityofcalifornia.edu/research/techtransfer.html>).

For those inventions made in whole or in part with funding from the Federal Government, the grantee's right to elect title in said inventions is subject to applicable regulations governing the Federal Government's rights in such patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.” Pursuant to such regulation and the involvement of federal funding, with respect to any invention produced or developed under this agreement in which the grantee chooses to elect title from the Federal Government, whether the election is voluntary or pursuant to the Conservancy's and/or the OPC's exercise of the option described in the paragraph below, the Conservancy and the OPC shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced such invention by or on behalf of the Conservancy and the OPC throughout the world and the right to assign the license to any third

party subject only to written approval of the grantee, which shall not be unreasonably withheld.

For those inventions subject to 37 CFR Part 401 as to which the grantee determines that it will not elect title from the Federal Government, the Conservancy and the OPC shall have the option to require the grantee to elect title to said invention, provided that the Conservancy and/or the OPC agrees to reimburse the grantee for the actual costs the grantee reasonably incurs in the patenting of said inventions. Whenever the grantee determines that it will not elect title to any invention, it shall provide the Conservancy and the OPC with notice of its intention not to elect title, including the reasons for that determination and the total anticipated costs of patenting the invention. The notice shall be provided no later than 30 days after the grantee discloses the invention to the Federal Government, the Conservancy and the OPC. The Conservancy and the OPC shall exercise its option to require the grantee to elect title, subject to the conditions specified in this paragraph, by notifying the grantee in writing within 60 days of receipt of the grantee's notice. In the event that the Conservancy and/or the OPC exercises the option, the grantee shall promptly elect title from the Federal Government, file a patent application for U.S. patents rights prior to the end of any statutory period in which valid U.S. patent protection can be obtained and diligently pursue such application to completion.

Copyright – Except for publication of results or dissemination of materials for education or research purposes, the grant recipient shall not sell or grant rights to such copyright works produced or developed under this agreement to a third party who intends to sell such works as a profit-making venture. Notwithstanding this restriction, the grant recipient may use such copyright works to produce or develop derivative works for use in sponsored research activities with other third party sponsors and may grant such third party sponsors to incorporate said derivative works into the commercial products of the third party sponsor.

Rights in Data – With respect to any data first produced or developed under this agreement, whether partial or complete, the Conservancy and the OPC have the right to:

- 1) Obtain, reproduce, display, publish, make derivative use of or otherwise use the data.
- 2) Authorize others to receive, reproduce, display, publish, make derivative use of or otherwise use such data.

Preservation of Rights in Third Party Agreements – The grant recipient shall include in any agreement with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section and that identify the Conservancy and the OPC as a third-party beneficiary of those provisions.

Summary Reports (same schedule as Recipient invoice): The Principal Investigator's summary of the current status of the work shall accompany **each invoice**. Each report shall include:

- 1) The name of the recipient, the project number, the agreement number, date of the report, and the period of time covered by the report.
- 2) A progress report summarizing the current status of the work and comparing it to the status required by the relevant work program (budget, timeline, tasks, etc.) and a statement explaining any problems, budget variances, delays or adverse conditions that materially impaired the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution.

Annual Progress Reports– At the end of every budget year a progress report is required. Submit the progress report to sreport@ucsd.edu. Failure to submit an annual report will relieve the Conservancy and The Regents of the University of California of its obligation to disburse funds

to the grantee unless and until the grantee corrects all deficiencies.

The annual and final progress report will include:

- 1) The name of the recipient, the project number, the agreement number, date of the report, and the period of time covered by the report.
- 2) A summary comparing the actual accomplishments with the goals and objectives (timelines, tasks, budget etc.) established in the work plan, the findings of the investigator; reasons why established goals were not met, if appropriate;
- 3) Problems encountered and how they were resolved. If a problem arises that is likely to seriously delay progress, the problem and some strategy for overcoming it needs to be described.

Final Progress Report – For terminating projects, a final report of the scientific/ technical results substantiating completion of that CFR Project in compliance with the work program must be submitted via email (sgreport@ucsd.edu) within 45 days. All requirements for the report are included in Agreement 11-027, page 10.

Cost-share Report -- At the conclusion of the project, provide California Sea Grant with the total cost-share provided to the project. Leveraged funds will meet the match requirements under the RFP and grant agreement.

REQUESTS FOR REIMBURSEMENT

Requests for Reimbursement: A Request for Disbursement shall be submitted no more frequently than monthly but no less frequently than quarterly. Failure to submit a Request for Disbursement with all the appropriate documentation will relieve the Conservancy and The Regents of the University of California/California Sea Grant of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

The requests for reimbursement must include support for the payment being requested. The supporting documentation should include:

- 1) **An itemized ledger, detailing all direct expenditures.**
- 2) **A salary detail report with each person's title as submitted in the approved budget, rate of pay, and effort (hours or percent).**
- 3) **Travel expense vouchers/claim forms and receipts for all travel expenses incurred by the grantee.** This form can be found on our website or you may submit a form used by your institution, subject to Sea Grant approval of such form.
- 4) **Documentation for any single supply, equipment or other expense over \$250.**
- 5) **A summary of work performed in relation to the expenses listed in the invoice. This should be a brief (i.e. two paragraphs) description of the work that was performed during the quarter. It should explain the activities for which the PI spent research funds and how the activities were consistent with the research work plan (budget, timeline, tasks, etc). Please note that this brief summary is different from the annual progress report required for multi-year projects.**

The project leader or administrative contact should submit the reports of expense through their institution's grants management or extramural funds office. These forms are

available on our web site (follow the Managing Your Award link).

Payment to your accounting office cannot be made until this office has approved your Sea Grant Request for Disbursement. Sea Grant may request additional receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement. Each request must be accompanied by the Principal Investigator's Summary Report (described above) of the current status of the work.

All invoices/IRRs must be mailed or email a PDF (title format: invoice # 11-027) to the following address:

University of California, San Diego
Fiscal Team, CA Sea Grant College Program 9500 Gilman Drive
Dept. 0232 La Jolla, CA 92093-0232
sgfiscal@uscd.edu

We can no longer accept fax documents because they are illegible.

COSTS, NO-COST EXTENSIONS AND REBUDGETING

Alterations and Renovations: Funds cannot be used for this purpose.

Books: Reference books purchased on Sea Grant funds must be specifically related to the Sea Grant project and must be purchased within a reasonable time prior to the termination date.

Consultants: Project leaders and other Sea Grant participants cannot receive payment for consultation on Sea Grant projects. Prior approval is required to hire consultants; if consultation costs were not included in the originally approved budget, a letter justifying the request must be sent to the Sea Grant Director via the Business Manager for approval.

Equipment: Prior approval is required to purchase any single unit or item of permanent equipment that was not included in the approved budget. If the unit cost is in excess of \$5,000, the Sea Grant office will need to obtain prior approval for the purchase from the Conservancy. Effective 7/1/04, equipment is defined by the UC Office of the President as articles of non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Changes in the originally approved budget items require prior approval by the Sea Grant Director. General-purpose equipment requires specific prior approval regardless of the purchase amount (the same rule applies to costs for rental or repair of general-purpose items). General-purpose equipment includes any item that is usable for activities of the institution or project leader other than this research (e.g., office equipment and furnishings, air conditioners, reproduction or printing equipment, motor vehicles, computer equipment or accessories, refrigerators, or freezers). Equipment inventory reports are required at the end of each grant year.

For rebudget requests provide a description of the equipment to be purchased or leased, including unit cost and total purchase or leasing costs. Identify the purpose of each equipment item and how it will benefit or be used for the project.

Membership Dues/Subscriptions: Payments for memberships and subscriptions are not allowed.

No-Cost Extensions: Permission to extend funds remaining at the end of the award period are discouraged by the agency. If adverse conditions which materially impair the ability of the Recipient to conclude the project during the award period occur, the request will be reviewed by

the agency and will be limited in length. The following information will be included in no-cost extension requests:

- 1) The name of the recipient, the project number, the agreement number, date of the report, the period of time covered by the report, as well as your campus account and fund numbers (subcontracts should specify their purchase order number).
- 2) The expected fund balance at the end of the grant year for each expense category, the reason for the balance, and an explanation of how the funds will be used.
- 3) Justification for any changes to the objectives of the work plan.

If rebudgeting between budget categories is also required, include the information requested under "Rebudgeting of Funds" below. Send your requests to sgfiscal@ucsd.edu.

Rebudgeting of Funds: Rebudgeting of funds above 10% must be approved by the Agency prior to spending. Requests should be sent to sgfiscal@ucsd.edu. The investigator's institution is the office of record and therefore must keep the project leader's justification for the rebudget. When requesting approval, include the relevant state agreement number, as well as your campus account and fund numbers (subcontracts should specify their purchase order number). For each category requiring the rebudgeting of funds, include 1) an explanation of the benefit the project received and/or the reason you did not require the item originally budgeted, and 2) the balance of funds projected to be remaining at the end of the grant year. In addition, include the following information:

Equipment – see Equipment above for requirements.

Travel – See Travel below for requirements.

Indirect Costs – Funds may be transferred between direct and indirect costs if ALL of the following conditions apply:

- 1) A transfer of funds among direct cost categories would result in a revision to the amount of indirect costs approved in the line item budget;
- 2) If the authorized transfer of funds and the adjustment of the amount of indirect costs do not exceed the approved total project costs;
- 3) If the indirect cost rate does not change (maximum 25%); and
- 4) If the adjustment of the amount of indirect costs does not result in a change to the approved scope of work of the award.

Rental of Space: Funds cannot be used for this purpose.

Sub-contracts – If the grant recipient retains any contractors, excluding agency or department of the United States or any State, Federally Funded Research and Development Center, to accomplish any of the work of this Agreement, the Project Leader shall first enter into a written agreement with each contractor by which the contractor agrees to indemnify and hold Harmless the State of California and the Conservancy 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 contractor's performance under its agreement with California Sea Grant.

Trainees – Refer to the Trainee Guidelines.

Travel – Reimbursement for travel expenses shall be made in accordance with University of California approved travel rates (or your institution's rate if lower), published at: <http://www.ucop.edu/ucophome/policies/bfb/g28.html>. All requests must include a Travel Expense Claim and receipts related to the travel and expenses for which reimbursement is sought.

The Travel Expense Claim can be found on our website at: <http://www-csgc.ucsd.edu/FUNDING/MANAGING/IndxManaging.html>. If your institution has its own travel claim form, please submit it to our office for approval.

Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the rate approved for equivalent State employees. More information on travel reimbursement can be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>

All travel must be in compliance with the Fly America Act (contact your campus Contract and Grant or Foundation office if you need further information). Domestic travel includes travel to all U.S. possessions or trusts, such as Puerto Rico, the Virgin Islands, the Trust Territories, Guam, and Samoa.

When requesting a rebudget to domestic travel include the number of travelers, type of transportation (airfare cost per traveler, mileage rate/mile x number of miles), and total. Identify the purpose of each trip and how it relates to the project. (See below for foreign travel requirements.)

If foreign travel is not itemized in the originally approved budget, foreign travel will NOT be reimbursed.

INSURANCE

Indemnification and Hold Harmless: The grantee shall defend, indemnify, and hold the State of California, the Conservancy, and the Ocean Protection Council, and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the grantee, its officers, agents, or employees. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6), as provided in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement. Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

Insurance: The grantee shall provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the completion date of the work undertaken by the sub grantee or contractor under the approved work program.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Officer.
4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
- a. The Regents of the University of California and the State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Conservancy Executive Officer.

7. Verification of Coverage. The grantee shall furnish Sea Grant with original certificates, in the form attached as Exhibit 2 to this agreement and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Conservancy Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

PUBLICATIONS AND PRESENTATIONS

A primary goal of the Conservancy and California Sea Grant is the dissemination of results of Sea Grant-funded research and its ultimate use by coastal audiences. California Sea Grant's ability to obtain funds depends directly on how well we achieve this goal. In order to assist Sea Grant administrative staff with this task, you will be required to provide us with a progress report annually. Progress reports serve as the basis for Sea Grant's decision regarding continuation of a multi-year project into its next year. Sea Grant Communicators and Extension Specialists may also contact you. We encourage you to assist them as much as possible in carrying out their outreach activities. We may also invite you to participate in workshops, seminars, and other meetings conducted by California Sea Grant and/or its Extension Program.

Since we must document project results, impacts, and benefits, our communication with you will continue beyond the completion of your funded project.

SPECIAL NOTE: Your assistance in providing timely and meaningful documentation of the impact your work has made will be considered in evaluation of future proposal submissions. Furthermore, continued or new funding of any Sea Grant project with which you are affiliated will be withheld until previous, outstanding Annual, financial, and Impacts/Benefits report requirements are fulfilled.

It is essential that you and your trainees properly acknowledge support by the California Sea Grant College Program and the Coastal Conservancy, to the State of California, and the Pacific Fisheries Management Council in all materials that you publish as a result of your Sea Grant project.

Please be sure to acknowledge Sea Grant support when presentations are made. This visibility has become increasingly important to us, and is a courtesy we take seriously.

Publications Statement of Acknowledgement

All publications must carry one of the following acknowledgements.

Coastal Conservancy, the State of California, and the Pacific Fisheries Management Council under Grant Agreement #11-027, through the California Sea Grant College Program. The views expressed herein do not necessarily reflect the views of any of those organizations.