



CALIFORNIA NATURAL RESOURCES AGENCY/CA SEA GRANT NORTH COAST MPA BASELINE PROGRAM, C0100100

The North Coast Marine Protected Areas (MPA) Baseline Program (Baseline Program) is a collaborative effort among the California Natural Resources Agency, Ocean Protection Council (OPC), California Department of Fish and Wildlife (CDFW), MPA Monitoring Enterprise, a program of California Ocean Science Trust, and California Sea Grant. These entities are referred to collectively as the Program Management Team. CDFW is the agency with statutory authority for implementing the Marine Life Protection Act (MLPA). The Ocean Science Trust, in collaboration with CDFW and in consultation with stakeholders, scientists and others, is leading the design and implementation of MPA monitoring in the North Coast region. The Baseline Program is the first step in North Coast MPA monitoring. The California Natural Resources Agency, on behalf of OPC, has granted funds to California Sea Grant to fund research projects, which make up the Baseline Program, and to administer award requirements as described below.

CONDITIONS OF AWARD

Three federal statutes provide general guidelines for administering Sea Grant and California Natural Resources Agency (“Resources Agency”) 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 the Sea Grant website, <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.

Change in Project Leader

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 Resources Agency for the appointment of an interim project leader.

Early Termination, Suspension and Failure to Perform

Prior to the completion of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

During the term, the Resources Agency may terminate or suspend the agreement prior to the completion of the project. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Resources Agency. The Resources Agency shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this

agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Resources Agency authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Resources Agency of all amounts disbursed by the Resources Agency under this agreement. The Resources Agency will consider extenuating and reasonable circumstances and, if the Resources Agency determines that those circumstances are outside of grantee's control or otherwise reasonably excuse full performance, the Resources Agency will waive repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Resources Agency may have for breach of this agreement.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Resources Agency, the grantee shall provide the Resources Agency with all work, material, data, information, and written, graphic or other work produced or developed under this agreement (whether completed or partial), in appropriate, readily useable form.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

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.

PROJECT REPORTING – PERIODIC FINANCIAL REPORTS AND ANNUAL PROGRESS REPORTS

Periodic Financial Reports

Requests for Disbursement: The Resources Agency requires that a report of expense be submitted to Sea Grant no less than quarterly and no more than monthly. Failure to submit a quarterly report and supporting documents will relieve California Sea Grant of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies. 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-Marine Protected Area link).

The periodic financial report must be accompanied by the following supporting documentation:

1. A ledger detailing all expenditures incurred by the research project for the period during which work was performed and the project lead is now seeking reimbursement. This should be compiled in coordination with your campus and/or organization's grants administrator.
2. Travel Expense Claim forms for travel expenses incurred by the research project. The Resources Agency will reimburse travel and related expenses in accordance with University of California regulations (published at <http://www.universityofcalifornia.edu/facultystaff/policies.html>); reimbursement shall not exceed University of California-approved travel rates (published at <http://www.ucop.edu/ucophome/policies/bfb/g28.html>) that are in effect at the time that the

expense is incurred. Original receipts for travel expenses will not be required. Lodging rates shall not exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the grantee. However, project leads and/or the appropriate campus/research organization grants administrator should provide copies of all UC travel expense vouchers related to the travel and related expenses for which reimbursement is sought.

3. Receipts or any other source documents for direct expenditures for any single purchase of equipment or materials costing in excess of **\$250** by the research project. Please note that if the total invoice submitted is over \$250 total and contains multiple purchases, you DO NOT need to provide documentation for all the individual purchases listed, only those that individually cost more than \$250.

4. 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 project lead spent research funds and how the activities were consistent with the research project work plan (budget, timeline, tasks, etc.). *Please note that this brief summary is different from the annual progress report required for multi-year projects.* Requirements for the annual progress report are described below.

Reimbursement cannot be made until the Sea Grant office has approved the periodic financial report. The report must include the billing period back-up documentation as stated above to support the payment or reimbursement being requested. All financial reports must be directed 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
Fax (858) 534-2231
Email: sgfiscal@ucsd.edu

Annual Progress Reports

For projects exceeding 16 months duration, annual progress reports are required at 12-month intervals following the project start date (i.e. the project year). An Annual Progress report form will be provided and should be submitted electronically to California Sea Grant at: sgreport@ucsd.edu. The form should be used to provide the Program Management Team with information about what the research project accomplished over the project year in relation to the project timeline, progress towards goals and objectives, remaining project work, and collaboration with other North Coast MPA Baseline Program projects. This information will be used by the Project Management Team to track the progress of individual projects, and will be provided to all North Coast MPA Baseline Program project leads and co-project leads prior to Annual Baseline Program workshops convened by the Ocean Science Trust to facilitate discussion of project integration.

PROJECT COMPLETION – DATA AND METADATA, FINAL REPORT AND FINAL INVOICE

Following completion of a research project under the approved work program and budget for that project, the project leaders are responsible for the production and delivery of (1) data and metadata, (2) a final report, and (3) a final invoice, as evidence of completion of the research project. Final project payments will be made following receipt and acceptance of all deliverables.

Data and Metadata

Data and associated metadata must be delivered to the Department of Fish and Wildlife (CDFW), the Resources Agency, and Ocean Science Trust (OST) before or as part of the completion of the project. Final project payment will not be made until data and metadata conforming to the approved standard have been received. Project leaders are responsible for preparing and submitting monitoring project data via OceanSpaces, the formal vehicle for delivery of all monitoring project data.

All projects must employ a standardized reporting protocol, which will be developed with awarded applicants and with guidance from OST. Raw data products may include, but are not limited to, text reports, databases, spreadsheets, maps, GIS layers, still and video images. Sufficient metadata should also be provided to fully describe the raw data, collection methods, and data reporting structure. Ecological Metadata Language (EML) is the minimum metadata reporting standard. Projects not employing this standard must receive prior approval from the Project Management Team via the Sea Grant Director. Requests for such approval should include justification and description of how their alternative standard meets the minimum requirements. Additional guidance on data and metadata formats and standards is being developed by Ocean Science Trust and will be provided to project leaders when available.

Final Report

Project leaders are required to produce and deliver a final, technical report to California Sea Grant. Guidelines for this report are provided below. In preparation for developing this report, project leads should review the description of the purposes of the program in the [North Coast MPA Baseline Program Request for Proposals](#). Final reports will be made publicly available on the Sea Grant website and thus shared with a broad audience. The final technical report must include the following components:

Executive Summary (1-2 pages of text, plus up to 1-2 additional pages of figures)

Because the final report will be made publicly available, the executive summary serves as an important communications document. This report component should include the following: (1) a brief description of the project background and justification, (2) summary of methods and key findings, (3) description of main conclusions, and (4) at least one summary figure. Those projects with citizen science or other community training components are encouraged to include information about the educational opportunities provided by the project and a description of the role that community-based participatory research can play in MPA monitoring. This report component will serve as an important public-facing document for the project, so please consider this broad audience when developing the Executive Summary.

Narrative

The main body of the final report, or narrative, should include the following sections:

Introduction

This should be structured as a typical technical report introduction section, including background information, project justification, and a brief overview of project objectives, components, and activities.

Methods

This section should describe the geographic coverage, methods, protocols, and data analyses that apply to all data collected as part of this project. Please include a full description of protocols, not just a link to an online resource.

Results

This should be structured as a typical technical report results section, including brief statements of analysis results, tables, and figures. This section should also include results related to the purposes of the Baseline Program under separate headings, 'Baseline characterization' and 'Assessment of initial changes,' depending on whether the project addressed one or both of these purposes. Baseline characterization should include results and analyses of conditions inside and outside of MPAs in the North Coast region, and the region as a whole. Assessment of initial changes should include results and analyses to describe initial ecological changes or short-run net benefits or costs to consumptive and non-consumptive users.

Discussion

This should be structured as a typical technical report discussion section, including interpretation of results presented to provide readers with an explanation of what the results mean. This section should also include discussion related to the purposes of the Baseline Program under separate headings, 'Baseline characterization' and 'Assessment of initial changes,' depending on whether the project addressed one or both of these purposes. Baseline characterization should include interpretation of conditions inside and outside of MPAs in the North Coast region, and the region as a whole. Assessment of initial changes should include interpretation of observed ecological changes or short-run net benefits or costs to consumptive and non-consumptive users.

Long-term monitoring recommendations

This section is similar to a typical technical report conclusion section. However, it should focus on how the project data and results can inform long-term monitoring. Specifically, this section should provide recommendations for indicators and metrics of ecosystem condition, best practices (i.e., methods), and any additional considerations.

Financial Report (1-2 pages)

This component should include budgeted and actual costs and variances for the complete duration of the research project, with explanations of any positive or negative variances of greater than 10% of the budgeted amount.

List of publications and description of outreach efforts (1-2 pages)

Please provide a list of publications (e.g., manuscripts, meeting abstracts) and a description of outreach efforts (e.g., meeting and public presentations, news articles, blog posts, volunteer trainings) conducted in association with the monitoring project. Project leads are encouraged to provide links to any open-access publications and online posts on the project page on OceanSpaces.org and to announce meeting and public presentations on the [North Coast Monitoring Community](#) bulletin board.

Final Report Submission and Peer Review

Final reports should be submitted electronically to sgreport@ucsd.edu. Final reports will be reviewed by the Program Management Team and will be subject to scientific peer-review. Project leaders are responsible for revising final reports in accordance with reviewer and management team comments before final submission and acceptance by the Program Management Team.

Following completion of all projects and receipt and acceptance of all final project reports, a synthesis of major findings will be prepared, and a final, public summary report will be produced. Project Leaders will be given the opportunity to review a draft of the summary report.

Final Invoice

The grantee shall submit a final invoice within forty-five days after the completion date provided in the University of California purchase order section "Funded Projects." Final payment for costs incurred will be disbursed upon Resources Agency determination of satisfactory completion of the final fully executed report of expenses, delivery of data and metadata, and final report as described above.

Final Project Payments

Final project payments will be made only after receipt and acceptance by the Sea Grant Director of the deliverables described above and compliance with all reporting requirements.

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced or developed, and formally or informally delivered to the Resources Agency under this agreement is subject to the unqualified and unconditional right of the Resources Agency to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge, and to authorize others to do so. Upon issuance of a trademark, service mark or patent claiming such work, the Resources Agency shall be granted a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works, or any part of it for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, grantee will not assert its rights under copyright against the Resources Agency, or against a third party should the Resources Agency or the third party, through the Resources Agency, use, reproduce publish, create derivative works, display or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee's personnel performing research under this agreement will be subject to an obligation to assign their relevant rights, title and ownership interest in such work product, sufficient to enable grantee to comply with all the terms of this provision.

The grantee 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, that incorporate the promise not to assert rights to copyright under this section, and that identify the Resources Agency as a third-party beneficiary of those provisions.

The grantee may not license or otherwise provide a third party with entitlement to any intellectual property developed or created under this agreement in return for financial

consideration to the grantee from a third party, unless and until the grantee has obtained written confirmation from the State Treasurer's Office (STO), with the written concurrence of the Resources Agency, that:

1. The proposed activity would not be considered "private activity" (i.e. would not meet the private activity tests) under Section 141 of the Internal Revenue Code (26 U.S.C. § 141); or
2. Even if considered private activity under Section 141, the proposed activity may, in the discretion of the STO, be undertaken, because the proposed activity, together with other actual or potential private activity, will not exceed the available limit for private activity under Section 141 for an identified bond issuance.

With respect to any data first produced, developed or acquired under this agreement, whether partial or complete, the grantee shall provide the Resources Agency with such data in a form requested by the Resources Agency on the completion date or on earlier termination of this agreement. The OPC and the Resources Agency shall 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.

The grantee shall include in any agreement with any sub grantee or any other third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section and that identify the Resources Agency and the OPC as a third-party beneficiary of those provisions.

The rights, interests and obligations created by this section survive the termination of this agreement.

BUDGET

All requests for rebudget over 10% or extensions must include the relevant state agreement number C0100100, as well as your campus account and fund numbers (subcontracts should specify their purchase order number) and be directed to the Sea Grant Director and Rose Madson, Business Manager, sgfiscal@ucsd.edu.

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

Audits/Accounting Records: The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Resources Agency, the Ocean Protection Council, and their respective agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Resources Agency, the Ocean Protection Council, and their respective agents with any relevant information requested and shall permit the Resources Agency, the Ocean

Protection Council, or their respective agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations. The grantee shall retain the required records for a minimum of three years following final disbursement by the Resources Agency. The records shall be subject to examination and audit by the Resources Agency and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors. The Resources Agency may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

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

Computer Software: The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Consultants: Project leaders and other participants cannot receive payment for consultation on MPA 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 Sea Grant Business Manager for approval.

Equipment (Permanent and General Purpose): 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 Resources Agency. 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 other than research (e.g., office equipment and furnishings, air conditioners, reproduction or printing equipment, motor vehicles, computer equipment or accessories, refrigerators, or freezers).

Indemnification and Hold Harmless: The grantee shall defend, indemnify, and hold the State of California, the Resources Agency, 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 indemnify (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6), as provided in Gov. Code Section 895.4.

If the grantee provides funds to any federally recognized tribe as a subgrantee to this award, the grantee shall require the federally recognized tribe to grant a limited waiver of its sovereign immunity from unconsented suit, solely for actions brought by the grantee, the California Natural Resources Agency, and the OPC with respect to any claim, demand or cause of action arising out

of or related to the terms of this agreement. Any action within the scope of this limited waiver may be brought in any court of competent jurisdiction. Any subgrantee that is a federally recognized tribe does not waive its immunity from suit on any other claims, demands or causes or action.

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 Director, 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 Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

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 Resources Agency. 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 Resources Agency and approved in writing by the Resources Agency Executive Director.
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 Resources Agency Executive Director before work commences. The Resources Agency 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 Resources Agency is not responsible for premiums and assessments on any insurance policy.

Independent Capacity: The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

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

No-Cost Extensions: Requests for no-cost extensions must be submitted to the Sea Grant Director no later than four (4) months prior to the project end date. Requests must include the reasons for the request and the new requested project end date. Any extensions are granted solely at the discretion of the Resources Agency, following consultation with the Program Management Team. Requests should be submitted electronically to the Sea Grant Director, James Eckman, via Rose Madson, Business Manager at sgfiscal@ucsd.edu.

Nondiscrimination: During the performance of this award, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The grantee and its contractors shall comply with the provisions

of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The regulations of the Fair Employment and Housing Commission regarding Grantee Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this award. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this award.

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>).

With respect to any invention produced or developed under this Award ("invention") in which no federal funding is involved, the Resources Agency shall have a non-exclusive, irrevocable, paid-up license to practice or have practiced such invention by or on behalf of the Resources Agency throughout the world, and the right to assign the license to any third party subject only to the written approval of the grant recipient, which shall not be unreasonably withheld.

Rebudgeting of Funds: All rebudgeting of funds into or from equipment, foreign travel and indirect cost categories require *prior approval* of the Sea Grant Director. Approval is not necessary for rebudgets whose cumulative transfer does not exceed 10% of the total award and does not affect the categories listed above. Notification of the transfer by email to the Sea Grant Director via the Sea Grant Business Manager at sgfiscal@ucsd.edu in the format below is the only requirement for transfers which do not require approval. In cases where the cumulative transfer exceeds 10% include the state award number (C0100100), 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 project year. In addition, include the following information:

Equipment – 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.

Travel – If a trip is required, include the number of travelers, to/from destinations @ \$/ea., type of transportation (airfare, mileage), and total. Identify the purpose of each separate trip and how it is related to the project.

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

- a) If 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;
- b) If the authorized transfer of funds and the adjustment of the amount of indirect costs do not exceed the approved total project costs;
- c) If the indirect cost rate does not change; and

- d) If the adjustment of the amount of indirect costs does not result in a change to the approved scope of work of the award.

Follow the following format in your requests for approval or in notifying us of changes.

	Budget		
	As Awarded	Transfer	New Budget
Personnel	10,000		10,000
Lab Supplies	1,500	(500)	1,000
Domestic Travel	500	500	1,000
Total Budget	12,000	0	12,000

In this example the cumulative total of the transfer is \$1,000, which is less than 10% of the total award, however, notify Sea Grant (sgfiscal@ucsd.edu) of the rebudget election and the justification. Please include the project number and the award number (MPA C0100100).

Rental of Space: Sea Grant funds cannot be used for this purpose unless originally approved in the budget.

Settlement of Disputes: If any dispute arises out of this agreement, the grantee shall file a notice of dispute with California Sea Grant within ten days of discovery of the problem. Within ten days of such notification, Sea Grant shall notify the Resources Agency Executive Director. The Executive Director shall meet with the grantee and designated Resources Agency staff members for the purpose of resolving the dispute. If the Executive Director is unable to resolve the dispute to the grantee's satisfaction, the grantee may proceed under Government Code Sections 900 et seq. with any claims against the Resources Agency arising out of this agreement.

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 Award, 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 Resources Agency 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 award with California Sea Grant. The nondiscrimination clause (see above) shall also be included in all contracts and subcontracts entered into to perform work provided for under this award.

Senior Personnel: Changes in senior personnel, in their grantee organization, or in their percentage of time, require prior approval of the Sea Grant Director.

Timeliness: Time is of the essence in this agreement.

Travel: Reimbursement for travel expenses shall be made in accordance with University of California approved travel rates, published at:
<http://www.ucop.edu/ucophome/policies/bfb/g28.html>.

Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the rate approved for equivalent State employees.

No foreign travel is approved.

Additional information regarding project award management for North Coast MPA Baseline Monitoring projects is available on the California Sea Grant website. Follow the Managing Your Award-Marine Protected Area funding links for C0100100.

PUBLICATIONS AND PRESENTATIONS

It is essential that you and your trainees properly acknowledge support by the California Sea Grant College Program, the California Natural Resources Agency, the Ocean Protection Council, the State of California, the California Department of Fish and Wildlife, and California Ocean Science Trust in all materials that you publish as a result of your Sea Grant project.

Please be sure to acknowledge support by these organizations and entities 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.

This publication (web site, video, etc.) was supported (“in part” if appropriate) by the California Natural Resources Agency and California Ocean Protection Council, under Grant Agreement #C0100100, project #R/_____, through the California Sea Grant College Program. The views expressed herein do not necessarily reflect the views of any of those organizations.

A primary goal of the Program Management Team is the dissemination of results of funded research and its ultimate use by coastal audiences. Communications staff and consultants from the collaborating organizations may contact you during the grant course. 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.

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 reporting and deliverables are fulfilled.